

CA4 ON HBL A05
M21
2000

**URBAN
MUNICIPAL**

MINUTES
CITY OF HAMILTON
COMMITTEE OF THE CITY
COUNCIL
AUG. 30, 2000

CAY ON HBL A05
M21
2000

**BUSINESS
COLLECTION**



MINUTES

CITY OF HAMILTON COMMITTEE OF THE WHOLE/CITY COUNCIL

Wednesday, August 30, 2000
12:15 p.m.
Council Chambers, Hamilton City Hall
71 Main Street West, Hamilton

URBAN MUNICIPAL

SEP 23 2000

GOVERNMENT DOCUMENTS

Present: Mayor R. M. Morrow;
Aldermen M. Kiss, M. Caplan, A. Horwath, R. Corsini, D. Haining,
G. Copps, C. Collins, F. Eisenberger, B. Charters, T. Jackson, B. Kelly,
F. D'Amico, D. O'Sullivan

Regrets: Alderman B. Morelli - family commitment
Alderman D. Wilson - vacation
Alderman T. Anderson - civic business

Mayor R. M. Morrow called the meeting to order.

It was moved by Alderman Kiss and seconded by Alderman Caplan that Rule No. 9 of the City's Procedural By-law be invoked for this meeting of City Council in order to allow for the consideration of all motions not reported upon by Standing Committees.

CARRIED.

It was moved by Alderman Kiss and seconded by Alderman Caplan that Council move into Committee of the Whole with Mayor Morrow in the chair.

Recorded vote.

YEAS: Mayor Morrow, Aldermen Kiss, Caplan, Horwath, Corsini, Haining, Copps, Eisenberger, Collins, Charters, Jackson, Kelly, D'Amico, O'Sullivan. -14.

NAYS: -0.

CARRIED.

RESOLUTIONS

Re: Rule No. 9 - Inter-municipal Co-operation Agreement

It was moved by Alderman Eisenberger and seconded by Alderman Kelly that Rule No. 9 of the City of Hamilton Procedural By-law be invoked for this meeting of City Council in order to allow for the consideration of a report respecting Inter-municipal Co-operation Agreement (CM00019). **CARRIED.**

Re: Inter-municipal Co-operation Agreement

It was moved by Alderman Eisenberger and seconded by Alderman Kelly that the Region of Hamilton-Wentworth and the City of Hamilton enter into an agreement with the constituent municipalities of the new City of Hamilton, in accordance with the attached Terms of Reference for Inter-municipal Co-operation. **CARRIED.**

Items presented by Mayor Morrow for discussion:**Re: Downtown Properties, Building Inspections and Façade Programme:
Inter-municipal Co-operation Agreement**

It was moved by Alderman Copps and seconded by Alderman Kelly that the Inter-municipal Co-operation Agreement be accessed in order to meet staffing requirements in the City\Region Building Department to undertake Building Inspections on downtown properties. **CARRIED.**

Re: By-law to Authorize Building Inspectors to act on behalf of the City/Region

It was moved by Alderman Kelly and seconded by Alderman Copps that the appropriate by-laws be prepared for presentation to the September 5, 2000 Committee of the Whole\City Council to authorize area building inspectors to act on behalf of the City/Region. **CARRIED.**

Re: Correspondence - Transition Board - Taxi Licences

The Committee received the above noted correspondence dated August 14, 2000.

Re: Correspondence - Greater Vancouver Regional District - Federal Funding for Sustainable Urban Transportation

The Committee received the above noted correspondence dated August 1, 2000.

Re: Correspondence - Minister of Municipal Affairs and Housing - Hamilton Hydro restructuring revenue

The Committee received the above noted correspondence dated August 3, 2000.

Re: Correspondence - Lakeland Family Pool Association

The Committee was in receipt of a letter dated August 18, 2000 from the Lakeland Family Pool Association requesting additional funding. The Committee referred this correspondence to staff for a report back.

It was moved by Alderman Kelly and seconded by Alderman O'Sullivan that Council move in-camera to discuss the Rennie Street Landfill Site. **CARRIED.**

It was moved by Alderman Caplan and seconded by Alderman Horwath that Council reconvene in open session. **CARRIED.**

It was moved by Alderman Kiss and seconded by Alderman Caplan that the Report of the Committee of the Whole, be adopted.

Recorded vote.

YEAS: Mayor Morrow, Aldermen Kiss, Caplan, Horwath, Corsinii, Haining, Copps, Eisenberger, Collins, Charters, Jackson, Kelly, D'Amico, O'Sullivan -14.

NAYS: -0. **CARRIED.**

It was moved by Alderman Kiss and seconded by Alderman Caplan that the following Bills be signed, sealed and enrolled as By-laws:

- C-056 Being a By-law to extend by-law No. 99-112, respecting the exemption of land known as Lots 2, 3, 5 and 6 within Tiffany, Phase 3 Subdivision, Plan 62M-884 from Part Lot Control. **CARRIED.**
- C-057 Being a By-law to extend By-law No. 99-112 respecting the exemption of land known as Lots 7, 8, 9, 10 and 12 within Tiffany, Phase 3 Subdivision, Plan 62M-884 from Part Lot Control. **CARRIED.**
- C-058 Being a By-law to extend By-law No. 99-113 respecting land within the Bow Valley Estates Subdivision, Plan 62M-875 from Part Lot Control. **CARRIED.**
- C-059 Being a By-law to Confirm the proceedings of the Council of the Corporation of the City of Hamilton. **CARRIED.**

Note: The meeting adjourned at 1:50 p.m.

Taken as read and approved,

Mayor R. M. Morrow

K. C. Christenson, Acting Municipal Clerk
August 30, 2000

KCC/dg

Terms of Reference for Inter-municipal Co-operation

It is in the interests of all municipalities within the current Region of Hamilton-Wentworth to ensure that services to the public are provided effectively and efficiently pending the creation of the new City of Hamilton on January 1, 2001. In order to facilitate a smooth and seamless service transition, and allow sufficient flexibility for new City operational planning to commence, the following terms of reference have been prepared.

1.0 Reciprocal Agreements

The CAOs of the constituent municipalities of the new City of Hamilton and the new City Manager have agreed that it is in the mutual interests of their municipalities to act in concert by co-operatively sharing and co-ordinating operations and staffing.

Co-operative sharing and co-ordinating operations and staffing includes, but is not limited to, the loaning of equipment, staffing, and consultation when service and supply contracts are negotiated or renegotiated.

It is intended that co-ordination will also facilitate the provision of municipal services across municipal boundaries.

2.0 Who is the Employer

Except for positions filled by the Transition Board, municipal staff employed by a constituent municipality of the new City of Hamilton will continue to be employed by their current employer.

3.0 Salary, wages, benefits and earnings

The salary, wages, benefits and earnings of the employees of the constituent municipalities of the new City of Hamilton are unaffected by these terms of reference.

4.0 Seniority

The seniority, and the continued earning of seniority, by employees within the constituent municipalities of the new City of Hamilton is unaffected by these terms of reference.

5.0 Central Co-ordination

Where Local supervisory authorities are in agreement operations, or facets of operations, of the constituent municipalities of the new City of Hamilton will be modified prior to January 1, 2001.

Revised : August 18, 2000

Office of the Municipal Clerk

Memorandum

TO: J. Bruzzese, Acting City Manager
General Managers
Department Heads
Legislative Assistants

FROM: Kevin Christenson,
Acting Municipal Clerk
Office of the Municipal Clerk

PHONE: (905) 546-2728

DATE: September 15, 2000

SUBJECT: CITY COUNCIL MINUTES

Attached please find a copy of the minutes from the City Council meeting held September 6, 2000.

KCC/dg
att.



MINUTES

CITY OF HAMILTON COMMITTEE OF THE WHOLE CITY COUNCIL

Wednesday, September 6, 2000

11:50 o'clock a.m.

Council Chambers, Hamilton City Hall
71 Main Street West, Hamilton

Present: Mayor R. M. Morrow, Chairman;
Aldermen M. Kiss, M. Caplan, A. Horwath, R. Corsini,
B. Morelli, D. Haining, G. Copps, D. Wilson, C. Collins,
F. Eisenberger, T. Jackson, B. Kelly, F. D'Amico, D. O'Sullivan

Regrets: Alderman B. Charters – Civic Business

Mayor R. M. Morrow called the meeting to order.

ADOPTION OF MINUTES

The Minutes of the meeting held August 9, 2000 were adopted as circulated.

CORRESPONDENCE

1. Application dated August 15, 2000 from SKMV Architects for a change in zoning from "C" (Urban Protected Residential, etc.) District (Block 1) to "G-1" (Designated Shopping Centre) District, Modified and modification to the "G-1" (Designated Shopping Centre) District (Block 2) for lands located at 1900 King Street East and 29, 31, 33 and 37 Rosedale Avenue, Hamilton, Ontario.

Received.

2. Application dated August 17, 2000 from Ninco Construction Ltd., 60 Head Street, Dundas, Ontario for Removal of "H" – Holding Provision for property at 1770 Main Street West, Hamilton, Ontario.

Received.

3. Application dated August 18, 2000 from Columbia International College, 1033 Main Street West, Hamilton, Ontario for a further modification to the "HH" (Restricted Community Shopping and Commercial) District for property at 1033 Main Street West, Hamilton, Ontario.

Received.

It was moved by Alderman Caplan and seconded by Alderman Horwath that the Rule No. 9 of the City's Procedural By-law be invoked for this meeting of City Council in order to permit consideration of matters not reported upon by the respective Standing Committees. **CARRIED.**

It was moved by Alderman Caplan and seconded by Alderman Horwath that Council move into Committee of the Whole to permit consideration of Item A-1 to E-1 and the Report of the Licensing Committee be now considered in Committee of the Whole with Mayor Morrow in the chair.

Recorded vote.

YEAS: Mayor Morrow, Aldermen Kiss, Caplan, Horwath, Corsini, Morelli, Haining, Copps, Wilson, Eisenberger, Collins, Jackson, Anderson, Kelly, D'Amico, O'Sullivan. -16.

NAYS: -0.

CARRIED.

RECOMMENDATIONS

Item B-2 Sale of Alcoholic Beverages - Turner Park – Looney Tunes – 6th Annual Slo-Pitch Tournament**Recorded vote.**

YEAS: Mayor Morrow, Aldermen Kiss, Caplan, Horwath, Corsini, Morelli, Haining, Copps, Wilson, Eisenberger, Collins, Anderson, Kelly, D'Amico, O'Sullivan. –15.

NAYS: Alderman Jackson. –1.

CARRIED.

Item B-3 Sale of Alcoholic Beverages – Mohawk Sports Park – Hamilton Hornets Rugby Club**Recorded vote.**

YEAS: Mayor Morrow, Aldermen Kiss, Caplan, Horwath, Corsini, Morelli, Haining, Copps, Wilson, Eisenberger, Collins, Anderson, Kelly, D'Amico, O'Sullivan. –15.

NAYS: Alderman Jackson. –1.

CARRIED.

Item B-5 Re: Bayfront Park Signage

It was moved by Alderman Collins and seconded by Alderman Jackson

- (a) That the concept entrance gateway and sign for Bayfront Park, consisting of an 11.6m high steel mast in the plaza on the southwest corner and a curbed concrete/steel park sign on the northwest corner, be approved and funded from the \$132,000 allocation for the Bayfront Park Gateway component of the 2000 Capital Budget for the downtown linkages and waterfront;
- (b) That a Public Meeting be scheduled for the purpose of receiving comments with respect to the proposed 46.0m high steel mast to be placed in the centre flower island on Harbourfront Drive, immediately west of Bay Street;

- (c) That the Notice of Public Meeting, as referred to in Subsection (b), be advertised in The Spectator;
- (d) That a report on the results of the public meeting be brought back to the Parks and Recreation Committee.

Recorded vote.

YEAS: Mayor Morrow, Aldermen Kiss, Caplan, Horwath, Corsini, Morelli, Haining, Copps, Eisenberger, Collins, Jackson, Anderson, Kelly, D'Amico, O'Sullivan. -15.

NAYS: Alderman Wilson-1.

CARRIED.

Item D-8 Re: Sheraton Hotel traffic configuration

It was moved by Alderman Collins and seconded by Alderman Anderson that the following be added as Sub-section (e) to Section D-8 of the Finance and Administration Committee Section of the Committee of the Whole agenda for September 6, 2000 respecting "Sheraton Hamilton Hotel, 116 King Street West, Hamilton"

- (e) That the Region's Transportation Services Committee be requested to consider undertaking roadway improvements on King Street West, in front of the Sheraton Hamilton Hotel, which would alleviate traffic/parking congestion in the vicinity of the hotel, in conjunction with capital improvements proposed by the Sheraton Hamilton Hotel.

Recorded vote.

YEAS: Mayor Morrow, Aldermen Kiss, Caplan, Horwath, Corsini, Morelli, Haining, Wilson, Eisenberger, Collins, Jackson, Anderson, Kelly, D'Amico, O'Sullivan. -15.

NAYS: Alderman Copps. -1.

CARRIED.

Item D-11 (b) Lakeland Family Pool Association

It was moved by Alderman Caplan and seconded by Mayor Morrow that sub-section D-11 (b) of the Finance and Administration Committee of the Committee of the Whole Report respecting Lakeland Pool be amended by adding the following after the amount of \$15,000, "subject to the appropriate financial information being submitted"

LOST.

* * * * *

Item D-11 (b) Lakeland Family Pool Association

It was moved by Alderman Wilson and seconded by Alderman Jackson that sub-section D-11 (b) be deleted and the following be inserted:

"That the Lakeland Family Pool Association be requested to submit their audited financial records to City Staff for review as quickly as possible". **CARRIED.**

Section D-11 as amended.**D-11 Request for Additional Financial Assistance Lakeland Family Pool Association (CSC000125)**

- (a) That upon completion of the pool season on September 5, 2000, the Lakeland Family Pool Association (LFPA) make available to City staff for review its financial records for the Lakeland Pool's 2000 operating season; and,
- (b) That the Lakeland Family Pool Association be requested to submit their audited financial reports to City Staff for review as quickly as possible.
- (c) That the LFPA submit a three year business plan aimed at achieving zero City subsidy, for consideration prior to the commencement of the 2001 operating season; and,
- (d) That the LFPA be required to return any future operating surpluses to the City, to the extent of the assistance provided.

* * * * *

Re: Rule No. 9 – Locke Street Merchants Association Street Festival – West Town Bar and Grill

It was moved by Alderman Caplan and seconded by Alderman Collins that Rule No. 9 be invoked for this meeting of City Council in order to permit consideration of a resolution respecting the Locke Street Merchants Association Street Festival. **CARRIED.**

* * * * *

**Re: Application to Serve Alcohol by West Town Bar and Grill – Locke
Street Merchants Association Street Festival – Saturday, September 9,
2000**

It was moved by Alderman Caplan and seconded by Alderman Collins:

That the Alcohol and Gaming Commission of Ontario (AGCO) be advised that the City of Hamilton is aware of the application by the West Town Bar and Grill, located at 214 Locke Street South, to serve alcohol on the road allowance of Locke Street South from 12:00 noon to 8:00 p.m. on Saturday, September 9, 2000, and that the City has no objection to the AGCO issuance of the appropriate liquor licence for this event. **CARRIED.**

LICENSING COMMITTEE

PRIVATE AND CONFIDENTIAL AGENDA

It was moved by Alderman Caplan and seconded by Alderman Horwath that Council move in-camera to discuss a matter of a private and confidential nature respecting a Licence Agreement. **CARRIED.**

* * * * *

It was moved by Alderman Eisenberger and seconded by Alderman Collins that:

**E-1 Recreation Centre in the Riverdale Community Licence Agreement
with Hamilton-Wentworth District Board of Education (CSC00125)**

- (a) That the City of Hamilton enter into a Licence Agreement to allow immediate construction of a recreation centre in the Riverdale community, with the Hamilton-Wentworth District Board of Education ("Board"), under which the Board agrees for \$1.00 to permit the City to build and operate for a thirty year period, subject to the conditions and terms summarized below, a recreation and senior centre in the Riverdale Community on 2.014 acres of Board land adjacent to Lake Avenue Elementary School. The Board's land is described as Parts 1 and 2 on Reference Plan No. RB-H-644 Surveys.
- (b) That the following primary terms of the said Licence Agreement be approved:

- (i) Term – 30 years, with an option to renew for ten (10) additional years;
- (ii) City is permitted 45 days from the date of the Licence Agreement to undertake soil, groundwater and environmental tests to determine: (1) the suitability of the site for construction of the proposed recreation centre, and (2) the environmental conditions of the site. If, following the said test results, the City does not cancel the Licence within the said 45 day period, the City accepts the site on an "as is " basis, including all environmental liabilities of the site and the City agrees to indemnify the Board in respect of any environmental conditions which may have been caused before or after the City takes possession of the site;
- (iii) City is permitted and required, at its expense, to construct, repair, maintain and operate the recreation centre, its walkway to the school and its parking lot;
- (iv) City is required, at its expense, to construct a connecting vestibule to Lake Avenue Elementary School;
- (v) City is required, at its expense, to make \$150,000 (inclusive of all federal and provincial taxes, if any) of improvements to Lake Avenue Elementary School gymnasium including, but not limited to, installation of an air conditioning unit;
- (vi) Board can terminate the Licence if City has not substantially completed the recreation centre by December 1, 2001 (unless completion is delayed beyond the control of the City due to strikes, unavailability of materials, vandalism and acts of God);
- (vii) Where the Board gives the City notice of default, the City shall have three months to rectify such default; should the default not be rectified to the satisfaction of the Board, the Board may, on one year's notice to the City, terminate the Licence;

In the event the Licence is terminated by the Board or the thirty year period expires, City is required, at its expense, (estimated at approximately \$100,000.00 and which money is in the budget), to demolish the recreation centre and the walkway, restore the site and return possession of the site to the Board;

- (viii) City is not permitted to terminate the Licence or to assign the Licence to anyone during the thirty-year term (other than the said initial 45-day soil test period);
- (ix) The new recreation centre and the Lake Avenue Elementary School shall be added to the Reciprocal Use of Facilities Agreement recently approved by the City and the Board;
- (c) That the Hamilton-Wentworth District Board of Education, as owner of the site, be requested to execute the approved site plan agreement regulating the development of the recreation centre.
- (d) That the Hamilton Wentworth District School Board be requested to declare the demised lands surplus to its needs and in due course enter into negotiations with the City to transfer the land as intended and approved, in principle, in 1992.
- (e) That the Mayor and Municipal Clerk be authorized and directed to execute the necessary documents in a form satisfactory to the General Manager, Community Services and Corporate Counsel. **CARRIED.**

* * * * *

It was moved by Alderman Caplan and seconded by Alderman Horwath that staff report Items A-1 to E-1, the Report of the Licensing Committee, and resolutions be adopted.

Recorded vote.

YEAS: Mayor Morrow, Aldermen Kiss, Caplan, Horwath, Corsini, Morelli, Haining, Wilson, Copps, Eisenberger, Collins, Jackson, Anderson, Kelly, D'Amico. O'Sullivan. -16.

NAYS: -0.

CARRIED.

Note: The meeting adjourned at 12:55 p.m.

Taken as read and approved,

Mayor R. M. Morrow

K. C. Christenson, Acting Municipal Clerk
September 6, 2000

KCC/dg

RECOMMENDATIONS

To the Council of the Corporation of the City of Hamilton

Members of Council:

The following recommendations are presented for consideration:

TRANSPORT AND ENVIRONMENT COMMITTEE

A-1 Routine Traffic Amendments to the City of Hamilton Traffic By-law 89-72 – City Committee of the Whole Meeting – September 5, 2000 (PWT00147)

That the requests for routine amendments as listed in Appendix "A" attached hereto, be approved and that an appropriate by-law to amend the City Traffic By-law 89-72 be passed and enacted.

A-2 Locke Street Merchants Association – Street Festival – Saturday, September 9, 2000 (PWT00146)

That the application by the Locke Street Merchants Association to temporarily close Locke Street South between Hunter Street and Herkimer Street on Saturday, September 9, 2000 from 7:00 a.m. to 8:00 p.m. to hold a street festival, be approved, subject to the following conditions:

- (a) That the prior approval of the Chief of Police or his designate be received and that such permits or authorizations as may be required by the Chief of Police or his designate be obtained;
- (b) That the applicant provide proof of \$2,000,000 public liability insurance naming the Region and the City of Hamilton as an added insured party, with a provision for cross liability and holding the Region and the City of Hamilton harmless from all actions, causes of action, interest, claims, demands, costs, damages, expenses and loss;
- (c) That all barricading, detour signing and traffic control be subject to the direction of the Chief of Police or his designate;
- (d) That all barricading be supplied by and at the expense of the applicant;
- (e) That "Temporary Road Closure" signs be installed in advance by the Department of Public Works and Traffic on the affected

roadways, if deemed necessary by the Acting Commissioner of Public Works and Traffic, at the expense of the applicant;

- (f) That the applicant ensure that cleanup operations be carried out immediately before the re-opening of the roads to the satisfaction of the Acting Commissioner of Public Works and Traffic and at the expense of the event organizer;
- (g) That no property owner or resident within the barricaded area be denied access to their property upon request;
- (h) That all property owners and tenants along the closed portion of the route be notified of the event by the applicant prior to the event in a form acceptable to the Acting Commissioner of Public Works and Traffic.

**A-3 Ottawa Street B.I.A. – Street Fest – Saturday, September 30, 2000
(PWT00145)**

That the application by the Ottawa Street B.I.A. to temporarily close Britannia Avenue, Edinburgh Avenue and Campbell Avenue between Ottawa Street and the municipal car parks located easterly, on Saturday, September 30, 2000 from 8:00 a.m. to 6:00 p.m. to hold a Street Festival, be approved, subject to the following conditions:

- (a) That the prior approval of the Chief of Police, or his designate, be received and that such permits or authorizations as may be required by the Chief of Police, or his designate, be obtained;
- (b) That the applicant provide proof of \$2,000,000 public liability insurance naming the Region and the City of Hamilton as an added insured party, with a provision for cross liability and holding the Region and the City of Hamilton harmless from all actions, causes of action, interest, claims, demands, costs, damages, expenses and loss;
- (c) That all barricading, detour signing and traffic control be subject to the direction of the Chief of Police, or his designate;
- (d) That all barricading be supplied by and at the expense of the applicant;
- (e) That "Temporary Road Closure" signs be installed in advance by the Department of Public Works and Traffic on the affected

roadways, if deemed necessary by the Acting Commissioner of Public Works and Traffic, at the expense of the applicant;

- (f) That the applicant ensure that cleanup operations be carried out immediately before the re-opening of the roads to the satisfaction of the Acting Commissioner of Public Works and Traffic and at the expense of the event organizer;
- (g) That no property owner or resident within the barricaded area be denied access to their property upon request;
- (h) That all property owners and tenants along the closed portion of the route be notified of the event by the applicant prior to the event in a form acceptable to the Acting Commissioner of Public Works and Traffic;
- (i) That the Ottawa Street B.I.A. be given permission to "bag" the parking meters on both sides of Ottawa Street North from Main Street East to Barton Street East on Saturday, September 30, 2000, from 10:00 a.m. to 4:00 p.m. subject to the B.I.A. reimbursing the City of Hamilton for the projected revenue loss from the affected parking meters;
- (j) That paid parking in Municipal Car Parks 2A, 2B and 2C be rescinded on Saturday, September 30, 2000, from 10:00 a.m. to 4:00 p.m. subject to the B.I.A. reimbursing the City of Hamilton for the projected revenue loss in these car parks.

A-4 To Incorporate Certain City Land into Various Streets by By-laws (TOE00012)

- (a) That the following City land be incorporated into the following streets:

Chedmac Drive	Part 20	62R-12060
Falconridge Drive	Block 73	62M-747
Hepburn Crescent	Block 52	62M-850

- (b) That the by-laws to carry out the incorporation of the said land into the foregoing streets be prepared to the satisfaction of Corporate Counsel and be enacted by Council;
- (c) That the Acting General Manager, Transportation, Operations, and Environment be authorized and directed to register the by-laws.

A-5 Bills

That the following Bills be adopted, signed, sealed and enrolled as By-laws:

- (a) A-048 Being a by-law to Incorporate City Land designated as Part 20 on Plan 62R-12060 into Chedmac Drive
- (b) A-049 Being a by-law to Incorporate City Land designated as Block 73 on Plan 62M-747 into Falconridge Drive
- (c) A-050 Being a by-law to Incorporate City Land designated as Block 52 on Plan 62M-850 into Hepburn Crescent
- (d) A-051 Being a By-law to Amend By-law No. 89-72 to Regulate Traffic
- (e) A-052 Being a By-law to Amend By-law No. 89-72 to Regulate Traffic

A-6 That the following items be received for information:

That the following items be received for information:

- (a) Minutes of the August 9, 2000 meeting of the Transport and Environment Committee.

PARKS AND RECREATION COMMITTEE**B-1 External Posting for Historical Interpreter Position at Whitehern (CSC00117)**

- (a) That permission be granted for the General Manager, Community Services Division, to advertise externally to fill the vacant Historical Interpreter position at Whitehern; and,
- (b) That this recommendation be referred to the Transition Board for approval.

B-2 Sale of Alcoholic Beverages - Turner Park - Looney Tunes 6th Annual Slo-Pitch Tournament (CSC00123)

That approval be granted to the Looney Tunes Slo-Pitch Tournament to sell alcoholic beverages in Turner Park on September 30 and October 1, 2000 from 12:00 p.m. to 9:00 p.m. by Special Occasion Permit only, and in accordance with the Terms and Conditions of the Special Event Guidelines and the Municipal Alcohol Risk Management Policy.

Recorded vote.

YEAS: Mayor Morrow, Aldermen Kiss, Caplan, Horwath, Corsini, Morelli, Haining, Copps, Wilson, Eisenberger, Collins, Anderson, Kelly, D'Amico, O'Sullivan. -15.

NAYS: Alderman Jackson. -1.

CARRIED.

B-3 Sale of Alcoholic Beverages - Mohawk Sports Park - Hamilton Hornets Rugby Club (CSC00124)

That approval be granted to the Hamilton Hornets Rugby Club to sell alcoholic beverages at Mohawk Sports Park on September 17, 2000 by Special Occasion Permit only, and in accordance with the Terms and Conditions of the Licence and the Municipal Alcohol Risk Management Policy.

Recorded vote.

YEAS: Mayor Morrow, Aldermen Kiss, Caplan, Horwath, Corsini, Morelli, Haining, Copps, Wilson, Eisenberger, Collins, Anderson, Kelly, D'Amico, O'Sullivan. -15.

NAYS: Alderman Jackson. -1.

CARRIED.

B-4 Authority to Issue Request for Proposals for Private Sector Partners to Develop and Operate Waterfront Amenities at Bayfront Park (PWT00145)

- (a) That the Acting Commissioner of Public Works and Traffic, or his designate, be authorized to implement the first of a three stage private partner search and selection process for development and operation of Waterfront amenities at Bayfront Park; and,

- (b) That the Request for Proposal Document and Evaluation Criteria as prepared by the JF Group attached hereto and marked as Appendix "B" and "C" respectively, be approved; and,
- (c) That Staff report back on the results of this initial stage being the request and submission of Letters of Interest as per the project time table, and receive direction on Stage Two of the process; and,
- (d) That Staff be authorized to commence rezoning of the Bayfront Park site based on the potential proposed use and upon approval of this recommendation.

B-5 Bayfront Park Entrance Gateway and Sign (PWT00148)

- (a) That the concept entrance gateway and sign for Bayfront Park, consisting of an 11.6m high steel mast in the plaza on the southwest corner and a curbed concrete/steel park sign on the northwest corner, be approved and funded from the \$132,000 allocation for the Bayfront Park Gateway component of the 2000 Capital Budget for the downtown linkages and waterfront;
- (b) That a Public Meeting be scheduled for the purpose of receiving comments with respect to the proposed 46.0m high steel mast to be placed in the centre flower island on Harbourfront Drive, immediately west of Bay Street;
- (c) That the Notice of Public Meeting, as referred to in Subsection (b), be advertised in The Spectator;
- (d) That a report on the results of the public meeting be brought back to the Parks and Recreation Committee. **ADDED.**

Recorded vote.

YEAS: Mayor Morrow, Aldermen Kiss, Caplan, Horwath, Corsini, Morelli, Haining, Copps, Eisenberger, Collins, Jackson, Anderson, Kelly, D'Amico, O'Sullivan. -15.

NAYS: Alderman Wilson-1.

CARRIED.

B-6 Whitehern Historic House and Garden Name Change (CSC00121)

That future reference to Whitehern Museum be amended to the present name of "Whitehern Historic House and Garden".

B-7 Revised Mandate for New Mum Show Sub-Committee and Mission Statement, Goals and Objectives for Chrysanthemum Show

- (a) That the Mission Statement and Mandate of the New Mum Show Sub-Committee as adopted by the Parks and Recreation Committee at its meeting held April 20, 1993 be rescinded; and,
- (b) That the revised Mandate for the New Mum Show Sub-Committee be as follows:

To provide overall direction and liaison with the Parks and Recreation Committee for the Chrysanthemum Show; and,

- (c) That the Mission Statement, Goals and Objectives for the Chrysanthemum Show, attached hereto and marked as Appendix "D", be approved.

B-8 Information Items

That the following items be received for information:

- (a) Event in Kay Drage Park - Approval of Parks By-law No. 95-126 (CSC00116)
- (b) Vendor Agreement - Hamilton Harbour Waterfront Trail (PWT00129)
- (c) Leash Free Area (PWT00138)
- (d) Executive Committee of the International Children's Games and Millennium Festival - Minutes of Meetings held June 12 and July 6, 2000
- (e) New Mum Show Sub-Committee - Minutes of Meeting held May 11, 2000
- (f) New Mum Show Sub-Committee - Minutes of Meeting held June 22, 2000

PLANNING AND DEVELOPMENT COMMITTEE**C-1 Demolition of 134 Hixon Street (PDC00140)**

That the Acting Director of Building be authorized to issue a demolition permit for 134 Hixon Street in accordance with By-law No. 74-290 pursuant to Section 33 of The Planning Act, as amended.

C-2 Demolition of 148 Selkirk Avenue (PDC00141)

That the Acting Director of Building be authorized to issue a demolition permit for 148 Selkirk Avenue in accordance with By-law No. 74-290 pursuant to Section 33 of The Planning Act, as amended.

C-3 Demolition of 273 Normanhurst Avenue (PDC00142)

That the Acting Director of Building be authorized to issue a demolition permit for 273 Normanhurst Avenue in accordance with By-law No. 74-290 pursuant to Section 33 of The Planning Act, as amended.

C-4 Demolition of 40 Margaret Street (PDC00143)

That the Acting Director of Building be authorized to issue a demolition permit for 40 Margaret Street in accordance with By-law No. 74-290 pursuant to Section 33 of The Planning Act, as amended.

C-5 Demolition of 1343 Barton Street East (PDC00144)

- (a) That subject to the requirements below, the Director of Building be authorized to deny an application for a demolition permit for the building located at 1343 Barton Street East in accordance with Demolition Control By-Law No. 74-290 pursuant to the demolition control provisions of the Planning Act (sec.33); and
- (b) That the Director of Building be authorized to issue a demolition permit for the building located at 1343 Barton Street East where the applicant has applied for and received the required site plan approval from the Community Planning and Development Division and the site plan agreement has been registered on title.

C-6 Demolition of 1345 Barton Street East (PDC00145)

- (a) That subject to the requirements below, the Director of Building be authorized to deny an application for a demolition permit for the building located at 1345 Barton Street East in accordance with Demolition Control By-Law No. 74-290 pursuant to the demolition control provisions of the Planning Act (sec.33); and
- (b) That the Director of Building be authorized to issue a demolition permit for the building located at 1345 Barton Street East where the applicant has applied for and received the required site plan approval from the Community Planning and Development Division and the site plan agreement has been registered on title.

C-7 Demolition of 1190 Upper Ottawa Street, Unit #52 (PDC00146)

That the Director of Building be authorized to issue a demolition permit for 1190 Upper Ottawa Street, Unit #52, in accordance with By-law No. 74-290 pursuant to Section 33 of The Planning Act, as amended.

C-8 Community Heritage Trust Fund Program, Loan Increase, 293 Park Street South (HSB00014)

That a loan increase under the Community Heritage Trust Fund Program, in the amount of three thousand, six hundred and sixty-one dollars (\$3,661) to David and Janis Topp, registered owners of 293 Park Street South, be approved.

C-9 Core Heritage 2000 Program, Grant Increase, 47 James Street South (HSB00015)

That a loan increase under the Community Heritage Trust Fund Program, in the amount of three thousand, six hundred and sixty-one dollars (\$3,661) to David and Janis Topp, registered owners of 293 Park Street South, be approved.

C-10 Downtown Convert/Renovate to Residential Loan Program (PDC00151)

- (a) That funding criteria under the Downtown Convert/Renovate to Residential Loan Program be revised as follows:
 - (i) The \$500,000. Maximum loan limit per property be eliminated;

- (ii) The available loan be calculated on the basis of \$20 per square foot of habitable floor space;
 - (iii) Only Class C/D commercial buildings with a pre-existing annual vacancy of not less than 20% will be considered for funding;
 - (iv) Construction of a funded project must be started within 3 months of final Council approval;
 - (v) That a flat administration fee of \$500 per unit be charged to the borrower and be eligible to be included in the loan amount;
 - (vi) Urban design and downtown strategic objectives be considered in all proposed projects.
- (b) That an extended operating line of credit in the amount of \$10.0 million be established and segregated from the City of Hamilton's current operating credit facility with its banker, to be used solely for the purpose of the Convert/Renovate to Residential Loan Program.
 - (c) That the interest rate, for the extended operating credit facility, be the same as that currently charged to the City of Hamilton under its existing operating credit facility;
 - (d) That a project team with representatives from the Real Estate, Community Planning and Development, Economic Development, Housing and Loan and Legal Departments be established to bring forth appropriate recommendations to Council on criteria for project, underwriting and risk assessment processes;
 - (e) That staff be authorized and directed to engage the services of an independent party to provide due diligence expertise in the development of application structure criteria and risk analysis and make recommendations on each application for funding;
 - (f) That the GM of Community Planning and Development Department assign an officer to conduct an evaluation of the program and report to Council annually on its status;
 - (g) That the interest subsidy costs of this program be considered as part of the 2001 Budget Process;
 - (h) That interest subsidy costs for 2000 be financed from the un-

allocated 2000 Downtown Convert to Residential Loan Program, which has a balance of \$900,305;

- (i) That the CIP amendments as proposed in Report PDC00138, presented to the Committee of Whole on August 9, 2000 and follow up report PDC00138(A) be considered by Council and approved by the Ministry of Municipal Affairs and Housing prior to implementation of this revised program.
- (j) That no project be considered for funding until the applicant has satisfied the City of Hamilton that full project funding is in place.

C-11 Downtown Convert/Renovate to Residential Loan Program 135 - 143 James Street South; Vaudrelac Development Inc. - in Trust and G. S. Global Developments Ontario Inc. (PDC00152)

- (a) That a loan to Vaudrelac Development Inc. - in Trust for building rehabilitation and conversion to 170 residential rental units at 135 - 143 James Street South be authorized upon the Convert to Residential Loan Programs, subject to the conditions set out and referred to in this recommendation, including the following details:
 - (i) A maximum loan of \$3,400,000 under the Convert to Residential Loan Program at an interest rate of 0% for a term of 10 years, together with interest on arrears (if any), at the same rate as arrears of realty taxes to be secured by second mortgage on the properties prepared and certified to the by Corporate Counsel and the applicants' lawyer in a form satisfactory to Corporate Counsel:
- (b) That the loan amounting to \$3,400,000 be subject to the following conditions:
 - (i) That the applicant be required to fulfill all the borrowing requirements of the City of Hamilton with respect to the Convert to Residential Loan Program, including, evidence satisfactory to the City, of the owners' equity of not less than 25% of the appraised value after deducting from such appraised value, the owners' mortgages and other encumbrances, such as liens or realty tax arrears and the balance of the loan shall be re-payable to the City in the event the applicant ceases to own the property (except to the extent the property is registered as a residential condominium);
 - (ii) That upon the applicant meeting all loan conditions,

advances of the City's loan to the applicant and its contractor be authorized provided the applicant has, prior to the advance of the City's loan, fully applied its equity and first mortgage loan funds and provided further that:

- (1) All advances are subject to compliance with the Construction Lien Act and other usual requirements of lenders;
 - (2) At the time of each loan advance:
 - there remains at least 25% owners' equity (as described above) in the properties;
 - the applicants' architect (or consulting engineer) certifies to the City that the value of the work to be done under the construction contract(s) is sufficient to substantially complete construction for the building rehabilitation and conversion to 170 units and the value of the said remaining work is less than the amount of the City's loans; and,
 - the said applicant is the registered owner of the property.
 - (iii) That the approval of the Ministry of Municipal Affairs and Housing of an amended Downtown Community Improvement Plan permitting the said amendment and inclusion of the property in the Downtown Community Improvement Project Area including such loan is approved;
 - (iv) That the applicant has applied for and received a building permit within 4 months of the approval by the Ministry of Municipal Affairs and Housing of the Downtown Community Improvement Plan amendment;
 - (v) That the client commence construction with 3 months of the final loan approval by Council; and,
 - (vi) Such other terms and conditions that Council may, in its discretion, require.
- (c) That Report PDR00152 be considered in conjunction with Report PDR00151 which are being concurrently presented to the Committee of the Whole on September 5, 2000.

C-12 Appointment of Building Inspectors By-law (PDC00152)

That By-law 96-138 which appoints building inspectors under the Building Code Act be amended to appoint all building inspectors within the municipalities of Ancaster, Dundas, Flamborough, Glanbrook and Stoney Creek as building inspectors for the City of Hamilton.

C-13 Bills:

That the following Bill be adopted, sealed, signed and enrolled as a By-law:

- (a) C-060: A By-law to Amend By-law No. 96-138 respecting the appointment of Inspectors.

C-14 Information Item

That the following item be received for Information:

- (a) Minutes of the August 9, 2000 meeting of the Planning and Development Committee

FINANCE AND ADMINISTRATION COMMITTEE**D-1 Additional Millennium Projects Allocated for Funding**

That the following organizations and events be approved for funding from the City of Hamilton Millennium Program:

- | | | |
|-----|---|-------------|
| (a) | The Hamilton-Wentworth Interfaith Group | \$ 4,000.00 |
| (b) | ABC Magic Bantam Boys Basketball | \$ 1,500.00 |
| (c) | Commemorative Wall | \$ 3,000.00 |

D-2 Approval to Externally Hire Corporate Communications Position (CM0020)

- (a) That the Manager, Corporate Communications be authorized to externally hire a Communications/Marketing Officer on a one-year contract within the approved complement if there are no qualified applicants within the City/Region or any of the local area municipalities; and,
- (b) That based on Transition Board guidelines, dated March 14, 2000, this report requires Transition Board approval.

D-3 Approval to Fill Temporary Vacancies in Legal Services (LS0013)

- (a) That approval be given to fill the following temporary vacancies on a contract basis:
 - (i) two positions for Assistant Corporate Counsel;
 - (ii) one position for a Law Clerk
- (b) That this recommendation is subject to the approval of the Transition Board.

D-4 B.I.A.'s 1999 Financial Statements (FIN00096)

That the 1999 Audited Financial Statements of the B.I.A.'s be received.

D-5 Appointment of Temporary Acting Treasurer (CM0018)

- (a) That Thomas A. Bradbury be appointed as Temporary Acting Treasurer for the period of September 6, 2000 to December 31, 2000, while the office of Treasurer is vacant;
- (b) That if Thomas A. Bradbury is unable to carry out the duties of Temporary Acting Treasurer during the time period reflected in subsection (a), due to illness or other absence from the office Richard P. Male, or if Mr. Male is unable to do so, Anthony D. Tollis, will be designated as the Temporary Acting Treasurer.
- (c) That the Temporary Acting Treasurer shall also perform the duties of the General Manager of Finance during the designated time period.
- (d) That By-law No. 92-138, being a by-law to appoint a Treasurer for the Corporation of the City of Hamilton, be repealed effective August 19, 2000.
- (e) That By-law No. 99-094 be amended to revoke the appointment of Allan C. Ross as a Collector for the City of Hamilton effective August 19, 2000 and to reflect the appointment of Thomas A. Bradbury as a Collector for the City of Hamilton effective September 6, 2000.

D-6 Declaration of Surplus Property/Sale of part of Dulgaren Street (CS00025)

- (a) That the lands forming part of the unopened road allowance of part of Dulgaren Street from the east limit of Eaglewood Drive, easterly

for 31 metres, being Parts 1, 2 3, 4 & 5 on Plan 62R-15337 (formerly Part 1 on Plan 62R-14087, be declared surplus to the requirements of the City in accordance with Realty Sales Procedural By-law 95-049; and,

- (b) That the Real Estate Facilities Management Department be authorized and directed to sell the subject property in accordance with the Real Property Sales Procedural By-law 95-049; and,
- (c) That an Offer to Purchase (Highway Closure) the unopened road allowance of part of Dulgaren Street being Parts 1, 2, 3, 4 & 5, Plan 62R15337 for the price of \$21,000, executed by Harp Homes Inc. (M. Mazza, President) dated August 5, 2000, be accepted. The said transaction is scheduled to close on November 10, 2000. Funds derived from this sale be credit to Account No. COHAM 47702-100035. (Reserve for Property Purchases (Sales)); and,
- (d) That the required deposit cheque in the amount of \$2,100 be held by the General Manager of Finance pending Council approval; and,
- (e) That Corporate Counsel be authorized and directed to prepare the necessary transfer documents; and
- (f) That the Municipal Clerk be authorized and directed to execute and issue a Certificate of Compliance in the form prescribed pursuant to Section 193 of the Municipal Act incorporating the following:
 - (1) satisfactory notice has been given to the public of the intended sale;
 - (2) no appraisal of fair market value of the real property intended to be sold has been obtained as Highway (Public Highway) Closures and Sales are exempt from the appraisal requirement of Section 193 of the Municipal Act;
- (g) That the Mayor and Municipal Clerk be authorized and directed to execute the necessary documents in a form satisfactory to the Corporate Counsel.
- (h) That the Director of Roads be directed to prepare a by-law for the sale of the closed road to the abutting owner; and,
- (i) That the Municipal Clerk be directed to publish a notice pursuant to Section 301 of the Municipal Act, R.S.O. 1990, of the City's intention to pass the By-law.

D-7 Declaration of Surplus Property - a one foot reserve, along the east side of Magnolia Drive, Hamilton, being Parts 1, 2 & 3, on a draft reference plan to be registered; Offer to Purchase 1' foot reserve, Chedoke Health Corp (CS00026)

- (a) That a one foot reserve along the east side of Magnolia Drive in front of property owned by the Chedoke Health Corporation, being Part of Block "C", Plan M-84 (one foot reserve) designated as Parts 1, 2 & 3, on a draft Plan prepared by A. J. Clarke & Associates Ltd. Dated July 20, 2000, in the City of Hamilton, be declared surplus to the requirements of the City of Hamilton in accordance with Real Property Sales Procedural By-law No. 95-049; and,
- (b) That Real Estate, Facilities Management Department, be authorized and directed to sell this property to the abutting property owner in accordance with the Real Property Sales Procedural By-law No. 95-049.
- (c) That an Offer to Purchase, executed by Chedoke Health Corporation, scheduled to close on or before November 8, 2000, being part of Block "C", Registered Plan M-84 (one foot reserve), designated as Parts 1, 2 & 3, on a draft Plan prepared by A. J. Clarke & Associates Ltd. Dated July 20, 2000, having a frontage of 246.93 metres (810.14 feet) more or less, along the easterly limit of Magnolia Drive, be approved and completed and the funds derived from this sale of \$2.00 be credited to Account No. COHAM 47702-100035 (Reserve for Property Purchases - Sales); and,
- (d) That the following clause inserted in the Offer to Purchase be approved:

"Prior to the completion of this transaction, the Purchaser shall execute a subdivision agreement with the City of Hamilton/Region of Hamilton-Wentworth (Scenic Park South subdivision) which would address provision for payment of outstanding servicing costs related to the lifting of the subject 0.3 metre (one foot) reserve".
- (e) That the Mayor and Municipal Clerk be authorized and directed to execute the necessary documents in a form satisfactory to the Corporate Counsel; and,
- (f) That the Municipal Clerk be authorized and directed to execute and issue a Certificate of Compliance in a form prescribed pursuant to Section 193 of the Municipal Act incorporating the following:

- (1) satisfactory notice has been given to the public of the intended sale, by inclusion of the real property sale in the agenda of the Council at which the intended sale is to be considered by Council; and,
- (2) the real property intended to be sold is exempt from the requirement to obtain an appraisal of its fair market value under the following exemption:

Land 0.3 metres or less in width acquired in connection with an approval or decision under the Planning Act.

D-8 Sheraton Hamilton Hotel, 116 King Street West, Hamilton; Hotel's proposal to use driveway ramp into underground parking garage for cars entering and exiting the garage; application to City, as landlord, for consent to Proposal (LS00012)

- (a) That the City of Hamilton, as landlord of the Sheraton Hamilton Hotel, grant the following approvals to GGS Hotel Holdings Inc., our tenant:
 - (i) Firstly, pursuant to the Hotel Interface Agreement dated July 31, 1984 (section 14.(0)), City approval for GGS to terminate its Agreement with First Real Properties Ltd. And with Second Real Properties Ltd., (together referred to as "Yale"), under which cars parked in the Hotel's underground parking garage use Yale's premises for their egress route to King Street West, subject to the following conditions:
 - (1) our tenant, GGS, shall have obtained permission for cars to use the Hotel's driveway ramp as a two-way access pursuant to an Access Permit to the controlled access Regional highway known as King Street West. The Regional Municipality issues such Access Permits subject to safety and traffic conditions being fulfilled by the Applicant. GGS is required to keep in good standing the conditions of such Access Permit; and,
 - (2) our tenant, GGS, shall have obtained a minor variance to City Zoning By-law No. 6593,(section 18A(24)(b)) to permit the Hotel garage's driveway ramp, (linking it to King Street West), to remain at about 3 metres in width, which is less than the minimum 5.5 metre width required by the Zoning By-law, and any other planning approvals as required by law; and,

- (ii) Secondly, pursuant to the Ground Lease to GGS dated May 3, 1983 (section 6.04), City approval to GGS to alter the external appearance of the Hotel building by,
 - (1) adding a new sign "Sheraton" to replace the existing Sheraton "S" crest at the top of the Hotel building and re-locating the "S" crest to the opposite side of the Hotel; and,
 - (2) adding a canopy façade with the name "Sheraton", above the Hotel's main entrance.
- (iii) Thirdly, pursuant to the Ground Lease to GGS dated May 3, 1983 (section 6.04), City approval to GGS to alter the operation of the driveway ramp to the garage, (an alteration to a mechanical system in or connected with the improvements subject to City approval) to permit such driveway ramp to be used by cars in the Hotel's underground garage for both ingress and egress;
- (b) That these approvals are conditional upon GGS entering into an approval agreement with the City in a form satisfactory to Corporate Counsel;
- (c) That these approvals are conditional upon GGS making all changes and alterations in compliance with the requirements of: the Building Code; applicable Building permits; and site plan approval (where applicable) satisfactory to the Director, Land Development, Community Planning and Development Division.
- (d) That the said approval to the Canopy façade above the main entrance, which projects over King St. W., is subject to GGS entering into and fulfilling the requirements of an encroachment agreement with the Region. The City shall enter into such Agreement as the abutting landowner. The said canopy shall be removed by GGS in the event the Region requires its removal.
- (e) That the Region's Transportation Services Committee be requested to consider undertaking roadway improvements on King Street West, in front of the Sheraton Hamilton Hotel, which would alleviate traffic/parking congestion in the vicinity of the hotel, in conjunction with capital improvements proposed by the Sheraton Hamilton Hotel.

ADDED.

Recorded vote.

YEAS: Mayor Morrow, Aldermen Kiss, Caplan, Horwath, Corsini, Morelli, Haining, Wilson, Eisenberger, Collins, Jackson, Anderson, Kelly, D'Amico, O'Sullivan. -15.

NAYS: Alderman Copps. -1.

CARRIED.

D-9 Proposed Conveyance by the Canadian Imperial Bank of Commerce of 281 Herkimer Street, Hamilton to the City of Hamilton

- (a) That the Canadian Imperial Bank of Commerce be advised that the City of Hamilton is prepared to accept title to 281 Herkimer Street, Hamilton, Ontario through the execution of an Option to Purchase agreement in the amount of \$2.00 by the CIBC subject to the following conditions:
 - (i) That the City of Hamilton provide to the Canadian Imperial Bank of Commerce a tax receipt, in accordance with the City's policy, equal to the appraised value of the property, said value to be satisfactory to the City of Hamilton.
- (b) That upon completion of the transfer of 281 Herkimer Street, Hamilton from the CIBC to the City of Hamilton, the property be made available to the Hamilton Public Library Board to be used as a branch library.
- (c) That the Hamilton Public Library Board be authorized to use monies from their trust accounts, namely the Special Gifts Fund (COHAM 125010) and Capital Endowment Fund (COHAM 125020) to fund the required renovations to 281 Herkimer St., Hamilton to convert it to a branch library.
- (d) That any funds received from the future disposition of the property located at 285 Locke Street be credited towards the trusts accounts that funded the renovations to 281 Herkimer St., Hamilton.
- (e) That this report be forwarded to the Transition Board for the new City of Hamilton for their approval.

D-10 Authorization to enter into Extension Agreements on specific properties for the payment of realty tax arrears (FIN00094)

- (a) That the City be authorized to enter into Extension Agreements, if required, in a form satisfactory to the Corporate Counsel and the General Manager, Finance pursuant to Section 8 of the Municipal Tax Sales Act, with the owners of properties outlined in Report FIN00094, to extend the time open for payment of realty tax arrears in accordance with the policy for extension agreements approved by City Council on June 28, 1994:
- (b) That the by-law to authorize the said Extension Agreements be enacted by Council; and,
- (c) That the Mayor and Municipal Clerk be authorized to execute the aforesaid by-law and extension agreements.

D-11 Request for Additional Financial Assistance Lakeland Family Pool Association (CSC000125)

- (a) That upon completion of the pool season on September 5, 2000, the Lakeland Family Pool Association (LFPA) make available to City staff for review its financial records for the Lakeland Pool's 2000 operating season; and,
- (b) That the Lakeland Family Pool Association be requested to submit their audited financial reports to City Staff for review as quickly as possible; and, **AMENDED.**
- (c) That the LFPA submit a three year business plan aimed at achieving zero City subsidy, for consideration prior to the commencement of the 2001 operating season; and,
- (d) That the LFPA be required to return any future operating surpluses to the City, to the extent of the assistance provided.

D-12 Referral from City Council - Correspondence - Town of Dundas - Committee to Guide New Council

That the Correspondence from the Town of Dundas dated August 11, 2000 respecting "Committee to Guide New Council" be received.

D-13 Correspondence - Canadian Football Hall of Fame & Museum - request for the City to purchase a table for the Induction Dinner being held on September 29, 2000

That in keeping with past practice, the City purchase a table for the Induction Dinner for the Canadian Football Hall of Fame & Museum being held on September 29, 2000.

D-14 Bills

That the following Bills be adopted, signed, sealed and enrolled as By-laws:

- D-033 A By-law to Authorize an Extension Agreement for payment of Realty Tax Arrears.
- D-034 A By-law to Repeal By-law No. 92-138.
- D-035 A By-law to Amend By-law No. 99-094.
- D-036 A By-law to Appoint a Temporary Acting Treasurer for the Corporation of the City of Hamilton.
- D-037 A By-law to Confirm the Proceedings of the Council of the Corporation of the City of Hamilton.

D-15 That the following Information Items be received:

- (a) Correspondence - 4 Office Automation Ltd. - RFI C4-2-00- Print and Fleet Asset Management Strategy
- (b) Information Report - Pension Funds Equity Increasing Global Exposure, Decreasing Canadian (FIN00092)
- (c) Information Report - Pension Funds Canadian Equity Index Program: Transfer of Funds from S&P/TSE 60 Index Program to TAL Pooled Canadian Equity Index Fund (FIN00089)
- (d) Resolution - Town of Ancaster - Survival of the Ontario Cash Crop Producers through Agricorp
- (e) Information Report - Sale of Tax Arrears Properties (FIN00091)
- (f) Information Report - 1999 Hamilton Fire Department Annual Report

PRIVATE AND CONFIDENTIAL AGENDA

E-1 Recreation Centre in the Riverdale Community Licence Agreement with Hamilton-Wentworth District Board of Education (CSC00125)

- (b) That the City of Hamilton enter into a Licence Agreement to allow immediate construction of a recreation centre in the Riverdale community, with the Hamilton-Wentworth District Board of Education ("Board"), under which the Board agrees for \$1.00 to permit the City to build and operate for a thirty year period, subject to the conditions and terms summarized below, a recreation and senior centre in the Riverdale Community on 2.014 acres of Board land adjacent to Lake Avenue Elementary School. The Board's land is described as Parts 1 and 2 on Reference Plan No. RB-H-644 Surveys.
- (b) That the following primary terms of the said Licence Agreement be approved:
 - (x) Term – 30 years, with an option to renew for ten (10) additional years;
 - (xi) City is permitted 45 days from the date of the Licence Agreement to undertake soil, groundwater and environmental tests to determine: (1) the suitability of the site for construction of the proposed recreation centre, and (2) the environmental conditions of the site. If, following the said test results, the City does not cancel the Licence within the said 45 day period, the City accepts the site on an "as is " basis, including all environmental liabilities of the site and the City agrees to indemnify the Board in respect of any environmental conditions which may have been caused before or after the City takes possession of the site;
 - (xii) City is permitted and required, at its expense, to construct, repair, maintain and operate the recreation centre, its walkway to the school and its parking lot;
 - (xiii) City is required, at its expense, to construct a connecting vestibule to Lake Avenue Elementary School;
 - (xiv) City is required, at its expense, to make \$150,000 (inclusive of all federal and provincial taxes, if any) of improvements to Lake Avenue Elementary School gymnasium including, but not limited to, installation of an air conditioning unit;
 - (xv) Board can terminate the Licence if City has not substantially completed the recreation centre by December 1, 2001 (unless

completion is delayed beyond the control of the City due to strikes, unavailability of materials, vandalism and acts of God);

- (xvi) Where the Board gives the City notice of default, the City shall have three months to rectify such default; should the default not be rectified to the satisfaction of the Board, the Board may, on one year's notice to the City, terminate the Licence;

In the event the Licence is terminated by the Board or the thirty year period expires, City is required, at its expense, (estimated at approximately \$100,000.00 and which money is in the budget), to demolish the recreation centre and the walkway, restore the site and return possession of the site to the Board;

- (xvii) City is not permitted to terminate the Licence or to assign the Licence to anyone during the thirty-year term (other than the said initial 45-day soil test period);
- (xviii) The new recreation centre and the Lake Avenue Elementary School shall be added to the Reciprocal Use of Facilities Agreement recently approved by the City and the Board;
- (c) That the Hamilton-Wentworth District Board of Education, as owner of the site, be requested to execute the approved site plan agreement regulating the development of the recreation centre.
- (f) That the Hamilton Wentworth District School Board be requested to declare the demised lands surplus to its needs and in due course enter into negotiations with the City to transfer the land as intended and approved, in principle, in 1992.
- (g) That the Mayor and Municipal Clerk be authorized and directed to execute the necessary documents in a form satisfactory to the General Manager, Community Services and Corporate Counsel.



REPORT

CITY OF HAMILTON LICENSING COMMITTEE

Wednesday, August 23, 2000

6:00 p.m.

Room 219, Hamilton City Hall
71 Main Street West, Hamilton

Present: Alderman F. Eisenberger (Chairperson), Alderman D. Haining,
N. Mleczko, D. Drury

Regrets: Alderman B. Kelly - Vacation

Also Present: D. Rose, D. Beck, S. Glover

Alderman F. Eisenberger, Chairperson, called the meeting to order.

THE CITY OF HAMILTON LICENSING COMMITTEE PRESENTS REPORT 05-00 AND RESPECTFULLY RECOMMENDS:

1. Husham Mohammed – Taxi Cab Driver Licence (Item 4.1)

That the Taxi Cab Driver Licence application of Husham Mohammed be denied until Mr. Mohammed obtains a Class G Driving Licence issued under the Highway Traffic Act.

2. Jagtar Singh Chahal – Taxi Cab Driver Licence (Item 4.2)

That the Taxi Cab Driver Licence application of Jagtar Singh Chahal be granted subject to Mr. Chahal submitting an updated criminal record to the Issuer of Licences on September 5, 2001.

3. Ahsan Kamboh – Taxi Cab Driver Licence (Item 4.3)

That the Taxi Cab Driver Licence of Ahsan Kamboh be granted subject to Mr. Kamboh submitting an updated driving abstract to the Issuer of Licences on January 5, May 5, and September 5, 2001.

FOR THE INFORMATION OF CITY COUNCIL:**(a) Declarations of Interest (Item 1)**

None declared.

(b) Adoption of Minutes – April 26, 2000 (Item 2)

That the Minutes of the meeting of the City of Hamilton Licensing Committee held on April 26, 2000 be adopted.

(c) Requests for Reinstatement on Taxi Priority List (Item 3)

The Committee received and approved requests from the following for reinstatement on the Taxi Priority List:

- (i) Joe Kubina, 74 Oakridge Drive, Stoney Creek
- (ii) Roger Franceoue, 315-1195 Fennel Avenue East, Hamilton
- (iii) Daniel M. Bissett, 1243 Sable Drive, Burlington

(d) Show Cause Hearings – Taxi Driver Licence Item 4)

The Licensing Committee met in camera to hold Show Cause Hearings with regard to the following Taxi Cab Driver Licences:

- (i) Husham Mohammed, 95 Hess Street South, #809, Hamilton
- (ii) Jagtar Singh Chahal, 36 Russet Court, Stoney Creek
- (iii) Ahsan Kamboh, 20 Congress Crescent, #612, Hamilton

Confidential background material pertaining to these matters was circulated to Members of Council under separate cover.

(e) Taxi Cab Plate Renewal Procedure Appeals (Item5)

The Committee received a verbal report from Doug Rose, Supervisor of Licences and agreed to defer this matter until the Taxi Implementation Task Force has made a decision in this regard.

(f) Ratification of Licences (PDC00120) (Item 6)

The Committee formally approved the Licence Reports respecting licence applications for the period from March 29 to June 20, 2000.

(g) Other Business (Item 7)

None

Note: The meeting of the City of Hamilton Licensing Committee adjourned at 7:00 p.m.

**Alderman Fred Eisenberger, Chairperson
City of Hamilton Licensing Committee**

**Stella Glover, Legislative Assistant,
August 23, 2000**

Ward 2

- (a) Cheryl Harvey, 35 Tisdale Street South, has requested that a reserved "Permit Parking" regulation be implemented in front of 37 Tisdale Street South and across the street from her home, since she is disabled. Mr. Montigny, 37 Tisdale Street South, has advised that he supports the request.
- (b) Ly Tran, owner of King Pharmacy, 85 Hess Street North, has requested that a "30 Minute Parking Time Limit" be implemented adjacent to the vacant lands on the south side of Peter from Hess to 55 feet westerly.

Ward 3

- (a) Mrs. O'Callaghan, 180 Rosslyn Avenue North, has requested that the existing "Permit Parking" regulation on the east side of Rosslyn, directly in front of her home, be removed as she has moved.
- (b) Mr. Brian Gates, 160 Avondale Street, has advised that he no longer requires the recently approved "Permit Parking" regulation on both sides of Avondale, directly in front of his home, as he has moved. The subject signs have not been installed.
- (c) Alderman Bernie Morelli has advised that he wishes to initiate the implementation of a "Three Hour Parking Time Limit" regulation on the east side of Depew between Beach and the southerly end.
- (d) Mrs. Donna Woodruff, 73 Cedar Avenue, has requested that the existing reserved "Permit Parking" regulation in front of her house be removed since they have recently installed off-street parking on their property.
- (e) Alderman Dennis Haining, has advised that he received a petition, on behalf of the area residents, requesting that the existing "No Parking" regulation on the west side of Avondale between Mons and the Canadian National Railway Main Line be reverted back to the east side of the street. The regulation was transferred to the west side to aid in the delivery of goods to Powell Auto Parts, 238 Gage Avenue North, however, this company is no longer in business.
- (f) Darlene Shafer, 231 Rosslyn Avenue North, has requested that a reserved "Permit Parking" regulation be implemented in front of her home since she is disabled.

Ward 4

- (a) Mrs. Wilcox, 114 Park Row North, has requested that the existing "Wheelchair Loading Zone, 8:00 am to 6:00 pm, seven days a week" regulation, directly in front of her home, be changed to a full-time "Wheelchair Loading Zone" regulation.

- (b) ~~Hamilton City Council~~, 15 Park Row South, has requested that the existing "Permit Parking" regulation be implemented in front of her home, on the east side of Park Row, south of Main, since she is disabled. ~~Minutes of September 6, 2000~~
- (c) James Steel, 18 Delena Avenue South, has requested that the existing "Wheelchair Loading Zone, 8:00 am to 5:00 pm, seven days a week" regulation on the west side of Delena, directly in front of his home, be removed as the previous resident, who requested the regulation, has moved.
- (d) Mrs. Anne Alexandre, 266 Roxborough Avenue, has requested that the existing "No Parking, 8:00 am to 4:00 pm, Monday to Friday" regulation on the south side of Roxborough, east of Graham, be revised such that the regulation commences at Graham and extends 75 feet easterly therefrom.

Ward 5

- (a) Alderman Chad Collins has forwarded a petition signed by 23 of the 28 residents abutting Owen between King and Cromwell requesting that a "Two Hour Parking Time Limit, 9:00 am to 5:00 pm, Monday to Friday" regulation be implemented on both sides of the street. Twenty of the residents are in favour and three are opposed.
- (b) Staff has received a petition signed by representatives of 17 of the 20 residents abutting Nelligan requesting that the existing "Alternate Side Parking" regulation be removed from Nelligan between Erin and the easterly end. Sixteen are in favour and one is opposed.

Ward 6

- (a) An area resident has requested that eastbound stop control be implemented at the "T" type intersection of Quincy and Rochelle.

Ward 7

- (a) MaryAnn Ilchene, 97 Greeningdon Drive, has requested that eastbound stop control be implemented at the "T" type intersection of Goldstrum and Greeningdon.
- (b) Alderman Bill Kelly has requested that three-way stop control be implemented at the "T" type intersection of Cyprus and Sirente. Staff concurs with this request on an interim basis until the neighbourhood is developed at which time a more suitable location for an all-way stop would be one block to the west of the subject intersection.
- (c) Mrs. Bucsis, 55 Rowntree Drive, has requested that northbound stop control be implemented at the "T" type intersection of Rowntree and Ramsden.
- (d) Fred Cutting, 134 Gateview Drive, has requested that a "No Stopping" corner clearance be implemented on the south side of Gateview, east of West 5th to improve visibility and turning movements at the intersection.

*PUBLIC / PRIVATE PARTNERSHIP TO DEVELOP
AND OPERATE WATERFRONT AMENITIES AT
BAYFRONT PARK*

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1. INTRODUCTION

The Corporation of the City of Hamilton wishes to pursue a public/private partnership for the development and operation of waterfront amenities at Bayfront Park. The location of this business opportunity is in the west harbour front area at Bayfront Park adjacent to Pier 4 Park and marina operations. The City owns this fully serviced site. Bayfront Park is a popular recreation facility offering a variety of active and passive leisure opportunities. The park is also host to many annual festival events and special events that attract a significant number of visitors to the site. The City is seeking a qualified proponent who shares the City's long-term vision for the site and is committed to developing and operating first-class attractions in this prestigious location.

Utilizing a three staged selection process, the City is seeking innovative proposals from private sector proponents with the capacity to partner with the municipality on this exciting project. The successful organization will be capable of demonstrating its ability to provide expertise and a willingness to contribute to the project to maximize the community benefit and financial performance of the development. A full description of the entire selection process is included in Section 8 of this Request For Proposal.

1.1 *The City of Hamilton*

The City of Hamilton is located one hour west of Toronto. Incorporated in 1846, Hamilton is one of the province's oldest and most established communities with an intriguing blend of history and tradition alongside new growth and development. In 1996, the City's population was 323,900, which is expected to grow by 4% to 337,600 by 2011. The City is home to McMaster University with an estimated enrolment of 17,600 students and Mohawk College of Applied Arts and Technology with a full-time student population of 16,800. Per capita income is approximately 5% above national averages and manufacturing is the single largest industry group.

The municipality's original residential and industrial development occurred in the lower part of the City, while the most recent developments have occurred on Hamilton Mountain. The Internationally recognized Niagara Escarpment divides the City into upper and lower sections. Approximately 58% of the City's current population reside in the lower City, although future residential development on the mountain will result in a more balanced population distribution between the City's geographical areas.

1.2 *Overview of City's Park Division*

- Philosophical approach to Parks provision
- Number of Parks
- General locations

- Similar relationships with private interests in other park locations

1.3 Definitions

"Request for Proposal (RFP)" refers to this document,

"City" means the Corporation of the City of Hamilton,

"Facility" means the complex the proponent is proposing,

"Project" means the approach, design, development, financing, construction, maintenance, operation and management of the facility as proposed by the proponent,

"Proponent" means a respondent to the Request for Proposal,

"Respondent" means an entity preparing a response to the RFP and may be used interchangeably with proponent,

"Proposal" means the document submitted in response to this RFP,

"Selection process" means the City's process involving Letters Of Interest, Request For Proposals, and Negotiation Stages as described in Section 8 of this document,

"Selected proponent" means the primary proponent whose proposal has been selected for further negotiations in the development of the partnership for the project,

"Team" means a company, firm or consortium, which is formed for the purposes of responding to this RFP,

"Team member" means any company or firm comprising part of a team,

"Time of Day" means all times given in this document are local Eastern Time, either Eastern Standard Time or Eastern Daylight-saving Time, as applicable to this season of the year,

"Other proponents" means other respondents who have submitted proposals and with whom the City may negotiate if negotiations with the primary proponent are not successful,

"Complex" means the facility the proponent is proposing,

"Stakeholder Groups" means community groups and organizations who may be affected by or who may utilize the Complex,

"Partnership" means a mutually agreeable relationship between the City and a proponent

whereby each party engages in a co-operative approach to the provision of facilities or the delivery of services to the community. The word does not denote the meaning contained in the usual legal sense or used in the Partnership Act of Ontario. The use of the term *partner* implies a participant in the relationship as described above.

1.4 Purpose For This Request For Proposal

The purpose for this Request For Proposal is to initiate Phase Two of the search and selection process for a private sector partner for the development, construction and operation of waterfront amenities at Bayfront Park. The City of Hamilton has previous experience with partnerships, joint ventures, contracts, and informal relationships involving the private sector. In certain cases, these dealings have not been positive. Consequently, municipal officials are committed to establishing a partner search and selection process that is fair, transparent, and fully capable of protecting the interests of the municipality and its constituents. The municipality intends to select a proponent with the necessary attributes and qualifications to ensure the Complex is constructed, maintained, and operated at standards that fulfil the expectation of park patrons and the City. Further, Hamilton wishes to provide affordable and accessible facilities to its residents in a fashion that is consistent with the City's corporate culture and operating style.

1.5 Scope of the Project

The minimum scope of the project is the development, construction, and operation of a commercial complex and amenities capable of meeting the retail, leisure, and recreation requirements of Hamilton residents. The City believes that a partnership with the private sector will bring to the project advantages that may not be inherent with a facility built and operated in the traditional municipal fashion. As such, Hamilton is willing to consider any creative public/private relationships as long as the City's objectives for the development are achieved and a relationship has legal authority under the *Municipal Act*.

Although a number of preliminary planning studies have resulted in the identification of elements and features that could become part of the project, proponents should understand that the City has not commissioned a market study for any type of venture in this area. While every attempt has been made to provide proponents with detailed and comprehensive information about community leisure requirements and commercial and retail market conditions, the City accepts no responsibility for conclusions made by proponents based upon information included in this document, attached appendices or other material that may be furnished to proponents throughout the entire search and selection process. Therefore, it is the responsibility of each proponent to validate their own assumptions and to base proposals upon sufficient and adequate information drawn from independently conducted market studies and/or all other possible sources.

While proponents are encouraged to develop innovative concepts, the following items have been identified as being compatible with the City's intentions for the site.

-
- Small tour boat or charter concessions. (separate approvals will be required from the Hamilton Harbour Commissioners).
 - Restaurants, cafes or other food services which may operate year-round.
 - Seasonal or year-round small food concessions.
 - Bicycle and/or in-line skate rentals.
 - Paddleboats and/or canoe rentals.
 - Retail outlets for goods and services.
 - Retail outlets for artists and artisans.
 - Other amenities compatible with park use.

1.6 *Project Goal and Objectives*

The City of Hamilton is interested in developing a relationship with private enterprise for the development, construction, and operation of waterfront amenities at Bayfront Park so that the project can be the beneficiary of the combined expertise and resources offered through both the public and private sectors. The municipality's goal for the project is to create a mutually beneficial, long-term relationship with a private partner through which the following objectives can be realized.

- To provide a full range retail complex.
- To provide public amenities and attractions.
- To maximize the financial benefit(s) to the City and its partner(s).
- To maximize the service benefits to park users.
- To minimize municipal funding to the project.
- To enhance the attractiveness of the park and its facilities.
- To enhance the leisure and retail experience of waterfront visitors.

1.7 *Partnership Principles*

The City of Hamilton has adopted partnership principles that will guide the process of developing a public/private partnership for the development and operation of waterfront amenities at Bayfront Park. Principles will be applied during the evaluation of proposals and proponents are advised to reflect the various concepts within the submissions. The following summarizes the issues and considerations related to each partnership principle. Although various examples (such as policies) have been used to

demonstrate the applicability of the principles, proponents should be advised that whenever examples appear, the list is not necessarily complete or limited to those provided.

Partnership Principle #1

Compliance with Municipal Values and Philosophies

All aspects of the proposed development will be required to comply with Hamilton's philosophical approach to the delivery of leisure services as well as with any governing legislation. This compliance will extend to leisure service as well as commercial and retail activities occurring in the project's facilities, in the park or on the waterfront. Applicable policies will govern certain aspects of the project's operation. For example, Hamilton's Zero Tolerance of Violence Policy and the Fair Wage Policy must be clearly evident in the proponent's submission. Favourable consideration will be given to proposals indicating the proponent's previous experience in demonstrating sensitivity to municipal values and a mission statement that is consistent with municipal service delivery philosophies and operating approaches.

Municipal values must be part of the proposed concept, partnership structure, and where applicable operating plans for the waterfront amenities at Bayfront Park.

Partnership Principle #2

Demonstration of Need

The City has not completed a formal analysis of the need for the project. However, anecdotal input from park users as well as the views of special event organizers and other local business officials suggests a high-quality retail and service complex would be a positive attribute to the Bayfront site. Current park visitors and event foot traffic projections are included in the Appendix of this RFP. While these projections are based upon subjective observations rather than accurate data collection methods, City officials expect foot traffic would substantially increase once the project was developed. The Appendix also includes a list of annual events and a profile of the type of visitors generally attending each occasion.

Other initiatives such as the downtown entertainment project, the transportation network, and the revitalization of adjacent properties are advantageous to the Bayfront project. Increased boat traffic resultant from recent upgrades to local marinas would also assist in adding to the viability of a retail complex. Furthermore, the waterfront trail and other adjacent recreation facilities would add to the appeal of a commercial component in the park. It is the City's hope that the combination of these factors will assist the development for filling the project's objective of elevating the Bayfront Park to a four-season destination.

Proponents will be required to complete a detailed needs analysis and feasibility study upon which the proposed development concept and partnership relationship should be based.

Priority consideration will be given to candidates who explore the need for creative and unique commercial, retail, and service elements consistent with customer trends, profiles of current and future park users and the future demographic makeup of the City.

Partnership Principle #3 **Stakeholder Involvement**

Given the project is apt to be a positive catalyst to retail and commercial activity in the area, it is not expected that local businesses or other stakeholders will object to the development. Furthermore, certain local businesses and concessionaires have expressed desire to be involved in the Bayfront project. Information will be solicited from these individuals and opportunities to receive their input will be provided. Moreover, opportunities for input from stakeholder groups such as event organizers, local residents, Central and North Community Associations, parks users from outside the City, and other interested individuals will be required. In the event that re-zoning is necessary, public consultation will be a requirement of the application process. The municipality will supervise and/or lead all public consultation activities and will involve private interests as necessary.

Following the selection of the successful proponent and the negotiation of an acceptable agreement, various groups and individuals may be consulted to ensure the final concept, facility design and service strategy of the park is congruent with the community's expectations. Any possible adjustments to the concept caused by community input will only be considered if both the City and the successful proponent mutually agree to such changes.

Proponents must understand the Transition Board responsible for municipal amalgamation will be required to approve the final partnership agreement.

Park users and others potentially affected by the Bayfront retail complex will be appropriately involved in the planning and development of the project. Although the City anticipates public consultation activities may require the involvement of potential partners, the municipality will be responsible for initiating and implementing public comment. There may be the necessity to communicate with others who are affected by the project yet are non-park users. A pre-established plan that foresees the need for public relations initiatives and that offers organized responses to potential development implications will be considered as a joint consultation program between the municipality and the proponent.

Partnership Principle #4 **Value Of The Proposed Relationship**

Approximately \$20 million of public funds has been invested in the Bayfront Park site to date. While the site is already serviced, there may be the necessity to upgrade certain services to accommodate a project

of the anticipated magnitude. Consequently, there is a possible additional municipal capital investment required. The City also understands and accepts its financial obligations associated with remedial environmental issues.

The City expects to receive fair value for its land and capital investment in the park site. A variety of relationship structures are possible and creative agreements are encouraged from proponents. Furthermore, opportunities to reduce operating costs of the park by leveraging the involvement of a private partner could provide a supplementary financial advantage to the proposed partnership relationship.

The complex will be developed and operated consistent with the project objectives and will fulfil the retail, leisure, and service expectations of the municipality. Propositions offering acceptable financial benefit and return on investment to the municipality while increasing the service standard to park users will be regarded favourably. In view of the City's current and long term capital budget plans, propositions involving no municipal capital contribution (beyond items required for environmental restoration and services upgrades) will receive positive consideration. The City's contribution to the project will be consistent with what is permissible under the Municipal Act. The Act prohibits granting of bonuses to commercial and other enterprises including, but not limited to, such things as leasing or selling of any municipal property at below fair market value, or providing a total or partial exemption for any levy, charge or fee. While development charges are within the municipality's sole jurisdiction, propositions suggesting the elimination of City charges must provide an extremely compelling rationale for this alternative to be favourably considered.

Partnership Principle #5 **Control Responsibilities**

Depending upon the proposed scope and nature of proponent concepts, the City may wish to retain certain controls over selected aspects of the development and operations of the Complex. An overriding principle driving many control items will be the need to establish and maintain a family atmosphere. Also, the City expects architectural treatment of the complex will be consistent with the design considerations and other technical matters outlined in this RFP. Proponents wishing to deviate from the specified architectural considerations must provide compelling justification and supporting rationale.

The municipality may establish guidelines governing certain operating issues such as acceptable hours of operation, cleanliness and maintenance standards, noise abatement strategies, etc. Moreover, the City, in its sole discretion, will establish an interpretation of community standards and provide the proponent with an appropriate description. The successful partnership candidate will be expected to operate the complex in accordance with community standards. Further, the City will retain the right to implement controls to protect local residents and neighbours of the site from negative influences or impacts caused by the

project. Restaurants and other food and beverage establishments serving alcohol will be expected to operate within the Ontario Government policies for licensed premises rather than the City's alcohol management policy.

The City will be obligated to retain controls over certain aspects of the development and operations of the retail complex. Clearly the municipality recognizes its influence on operations must be consistent with the level of City contribution and participation in the project. Yet, municipal officials must exercise some degree of control to protect the public's interest and reduce the municipality's exposure to apparent risks.

Partnership Principle #6

Partners Attributes

The qualities, attributes, and resources required by potential partners must be consistent with the scope and nature of the proposed project. While the City recognizes that consortiums may provide certain attributes from a variety of sources, it will be important that proposals clearly delineate the capacities of the entire team.

Potential partners (individuals or consortiums) must demonstrate the expertise, resources, and experience necessary to fill their project responsibilities, based upon the scope and nature of the proposed concept.

Partnership Principle #7

Assumption of Risk

Recognizing that partnerships and coordinated approaches to the development of joint projects are influenced by a variety of uncontrollable and frequently unforeseen conditions, it is reasonable to expect that risk will be equitably allocated based on capital contribution and anticipated return on a partner's investment in the project. It is anticipated the City will continue to maintain the park and will therefore assume all liabilities associated with park use. However, clear guidelines will be necessary to distinguish between the absorption of liability and other risks in general gathering areas or when users are common to the park and the retail complex.

Controls and remedies such as those normally included in standard landlord/tenant agreements will be included in the partnership arrangement between the project and retail operators. Depending upon the level of involvement by the municipality in the complex, leases may require City approval. Furthermore, the City may require a minimum capital conservation commitment by the proponent for the project.

The City will minimize its risk exposure through a variety of mechanisms. The City's willingness to establish an arrangement with a private partner and potentially contribute to the

project will be commensurate with its assessment of the inherent risk of the proposed concept.

Partnership Principle #8
Proposed Concept

Proponents must be capable of demonstrating the worthiness of the proposed concept. Proposed concepts should be sound and based upon accurate interpretation of market study data and other information collected by the potential partner. The concept must contain a management structure that reflects the roles and financial obligations of the partners, planned operating models capable of meeting the City's quality standards, and where necessary, customer service initiatives and dispute resolution mechanisms should be provided. The concept should also include an indication of proponent's systems and/or mechanisms to comply with the obligations, roles, and responsibilities outlined in this RFP. The proposed development timetable and implementation schedule must be reasonable.

Proposals presenting unique and creative concepts that conform to the City's partnership principles and are sensitive to project goals and objectives will be viewed positively. Furthermore, development and operating concepts that contribute to the Bayfront Park site becoming a four-season destination and that increase the community benefit inherent with this substantial municipal asset will be given favourable consideration.

Partnership Principle #9
Business Proposition

The submission must provide an outline of the economic/market analysis inclusive of financial implications associated with the proposed development and concept plan. Income distribution must reflect each partner's contribution to the project and involvement in day-to-day activities. While the concept must conform to the municipal philosophies, the plan should also illustrate new and creative approaches to the development of the project, the management of the complex, and the delivery of services contemplated in the concept.

The proposed concept must be sufficiently developed to demonstrate its economic viability, benefit to the community, financial advantage to the municipality, and lifestyle contribution to City residents.

2. PROJECT TECHNICAL INFORMATION

2.1 Site Location

The site is located on Macassa Bay in the west end of Hamilton Harbour. (See Figure ?-Location Plan in the Appendix). Figure? - Existing Conditions, show the site in context with the adjacent lands. The property is situated below Bay Street North adjacent to Macassa Bay Walkway and Pier 4 Park. A paved and lighted street, called Harbourfront Drive, provides access from Bay Street North to the site. Located in the recreational area of Hamilton Harbour, the site has outstanding views to the wooded shores of Burlington, the T. B. McQuesten Bridge, Dundurn Castle, and Pier 4 Park.

2.2 Site Description

The site available for development is illustrated on Figure ?

Describe site and zone area, proposed use, base conditions.

Bayfront Park is a 16 ha (40 acre) passive City park developed and opened in August 1993. The "island" portion of the park encloses and shelters Macassa Bay. Bayfront Park features a 1 km. paved walkway that hugs the natural shoreline, passing a sandy beach and pockets of natural landscape. The upper plateau is the venue for many festivals, picnics, and the ever-popular Aquafest Waterfront Festival.

Total area available for development is????? sq.ft. on ????? acres.

2.3 Adjacent Land Uses

Just north of the site is Macassa Bay Walkway. This walkway connects Bayfront Park and Pier 4 Park through an area occupied by the Macassa Bay Yacht Club and McDonald Marine Services and extends along the Harbour shoreline to the T.B. McQuesten Bridge and beyond. The adjacent land uses are shown on Figure ?. Pier 4 Park is located to the north of the subject property via Macassa Bay Walkway. Pier 4 Park is a fully developed City park, 3.0 ha (7.5 acre) in size, which was completed in July 1993. The Park features a wooden pier and sun shelter, a tugboat play area, landscaped open space, and a heritage public building. This public building, formerly known as the Gartshore Thomson Building provides public washrooms and public meeting space. The Hamilton Bay Sailing Club, a tenant in the basement of the building, has a small storage compound beside the building, access to a boat launching ramp and dock.

To the north of Pier 4 Park, there is the Leander Boat Club, a prestigious rowing club that has existed for

over 100 years; the Harbour West Marina Complex, owned and operated by the Hamilton Harbour Commissioners; and the Royal Hamilton Yacht Club. Immediately to the north of the site is the Macassa Bay Yacht Club (M.B.Y.C.) a non-profit club that provides docking facilities for 100 boats in Macassa Bay. M.B.Y.C. is a tenant on land and water lots owned by the City and has recently constructed a new clubhouse.

2.4 *Recent and Future Developments*

Hamilton Harbour, recognized as one of the Great Lakes' most important industrial ports, is breathing new life again... literally. Over the past ten years, Hamilton Harbour and the West Harbourfront Precinct have been the subject of many initiatives by the public and private sectors to improve water quality, increase harbour access, protect heritage and environmental resources, stimulate the economy, and provide for the City's and Region's long-term transportation needs.

Since 1989, over \$92 million has been spent by the public sector on environmental, tourism, and urban renewal projects on the harbour and in the West Harbourfront Precinct. A significant financial commitment has also been made by the local industries to clean up the harbour.

The results have been outstanding. The water quality has steadily improved, fish populations have dramatically increased, and people have returned to swim in the harbour. Pier 4 and Bayfront Parks have become the pride of Hamiltonians and represent destinations for visitors. Aquafest, the Region's annual waterfront festival centred on these parks, has steadily grown in popularity and attendance over the past five years and includes the participation of the Hamilton Harbour Commissioners, Macassa Bay Yacht Club, and H.M.C.S. Star Naval Base.

The renewed interest in the harbour has also led to an increase in demand for recreational boating and docking space. In response, the Hamilton Harbour Commissioners (H.H.C.) has spent \$3.5 million on their Harbour West Marina Complex; the Macassa Bay Yacht Club has spent \$450,000. on a new club house, and the City has built a public boat launch in Bayfront Park and another launch in Pier 4 Park for use by the Hamilton Bay Sailing Club. The H.H.C. has also constructed a public boat launch adjacent to Burlington Canal, under the Burlington Bay James N. Allan Skyway Bridge.

The West Harbourfront Precinct is developing into one of the City's most prestigious and sought after locations. The City undertook the West Harbourfront Development Study (W.H.D.S.) from 1993-1995. The final report, dated November 1995, describes in detail a possible vision for this precinct that would see a transformation of the railway marshalling yards and surrounding lands into a high-quality mix-use development focusing on tourism, recreation, residential, commercial, and transportation uses. The City has secured property along the shoreline from CN Rail to develop a recreational pathway from Bayfront Park to Desjardins Canal; this \$5M project officially opened for public use on July 1, 2000.

2.5 *Official Plan and Zoning*

The subject lands are currently designated as open space and a Special Policy Area #A.2.9.3.3. in the Official Plan, however, this area is under review and will be dealt with in a future official plan amendment. All lands within this neighbourhood are subject to Site Plan Control By-law No.90-285.

The zoning of the subject lands are governed by the City of Hamilton Zoning By-law No.06593, as amended from time to time. This By-law is administered by the City of Hamilton, Building Department, City Hall, 3rd Floor, 71 Main Street West, Hamilton, Ontario, L8P 4Y5. The general inquiry number is (905) 546-2720.

The subject property is zoned CF-1, Special Waterfront District. For convenience, Official Plan Special Policy A.2.9.3.3. a zoning plan (Figure ?), and the 'F' District Requirements of Use are attached in the Appendix. For accurate reference and recourse, proponents shall consult the official By-laws.

2.6 *Soils Information*

- remediated site details ???

2.7 *Existing Services*

During the development of Pier 4 and Bayfront Parks in 1993, the paved and curbed roadway was built to the site and a 6m (20ft.) paved roadway through the site to Pier 4 Park was also constructed. Decorative nautical street lighting was installed throughout the park. These are 150w HPS lights on 18ft. poles (see Figure ?)

Rework*****

****Also, hydro, water, sanitary and storm sewers were installed in 1993, as shown on Figure ?. The hydro corridor includes a bank of 8-SOmm ducts, and a 89mm Bell telephone duct. A 75kva transformer, located at the south end of Zone 2, provides the power supply to the site. Additional power is available from this transformer. The duct bank has some empty ducts to feed new power and telecommunications cables. The sanitary sewer is a 300mm diameter pipe and the storm sewer is a 600mm diameter pipe where they cross the site.

A 150mm diameter water main is located in Pier 4 Park approximately 10m north of Zones 1 and 2. This water main terminates at a fire hydrant. The site is serviced at the southern end from a water main, which comes down the hill from Bay Street North and Picton Street and terminates at a fire hydrant. A new gas line has recently been installed to the site at the southern end. A cable television. line has recently been installed south of the site to the new M.B.Y.C. clubhouse.

2.8 *Shoreline Treatment*

Rewrite

2.9 *Landscaping*

All public lands have been planted and are maintained by the City. The proponent shall be responsible for preparing a planting and landscaping plan and implement and maintain the plan for all leased lands.

3. RISK ALLOCATION

3.1 Overview

All responses are to be prepared by, and at the expense of each proponent. The City is not responsible, in any respect for any expenses, damage, loss or liability incurred by a proponent, or for any plans, drawings, specifications, studies or analysis prepared for or by the proponent in regards to its submission.

3.2 Sample of Allocation

The following is a sample of intended sharing of risks associated with items contained in this RFP. The list represents the City's position and likely direction regarding risk allocation and is presented as a basis upon which risk strategy propositions should be prepared.

<u>Risk Category</u>	<u>Risk Allocation</u>
Adherence to project specifications	Proponent
Cost of submission	Proponent
Environmental compliance	City
Site servicing	City
Servicing connections to development	Proponent
Determination of community standards	City
Establishment of quality standards	City
Project concept development and complex design	Proponent
Design approval	City
Quality management	Proponent
Construction management	Proponent
Environmental approvals	City/Proponent
Public consultation	City/Proponent
Project financing	Proponent
Project management (property and selected service mgmt.)	Proponent
Park management	City
Financial risk associated with operations	Proponent
Quality audit	City
Ongoing quality improvement	Proponent

4. BUSINESS OPPORTUNITY

4.1 General

Hamilton's key objective for exploring a public-private partnership for development and operation of waterfront amenities at Bayfront Park is to deliver to the community a full range of retail and public amenities/attractions, which provide the City a financial return on its current investment in the project while minimizing the need for additional government funding. Furthermore, the City wishes to enhance the attractiveness of the site, its facilities, and the leisure experience of the water front visitor. As described earlier in this RFP, the City believes the project would benefit from the joint resources and expertise offered through partnership between the public sector and a qualified private proponent.

4.2 Ownership Issues

The lands designated for the proposed development will remain under City ownership.

Depending upon the nature of the proposed concept, the complex may be owned by the proponent, the City, an independent third-party or an alternative ownership model proposed in the submission.

Ownership issues and the implications associated with different approaches will be a matter of negotiation and will be subject to approval by the City Solicitor.

4.3 Land Lease Agreement

It is the City's desire that the opponent enter into a land lease agreement satisfactory to the City Solicitor. The terms of the lease will be finalized with the successful proponent during the negotiation stage of this process.

The City is currently involved in several land leases with various community organizations, not-for-profit groups, and commercial ventures. To assist proponents in developing an understanding of the City's predisposition associated with land leases, the following items illustrate the application of existing approaches on a potential land lease agreement in Bayfront Park.

i) Grant

***• Lands leased include. ???

ii) Term

- 10 to 20 years depending on extent of leasehold improvements proposed in

addition to improvements required. Available term will depend on many factors including the type of use proposed and the site improvements, which proponents intend to make. Proponent should specify desired terms.

iii) Rent

- To be negotiated.
- Type of use will reflect cost of rent.
- Rent net to City: Proponent is responsible for costs of operations (realty taxes, maintenance (including weed removal, snow removal telephone, hydro...))

iv) Improvements

See 5.1 "Site Requirements and Design Principles".

v) Mortgage Clause

- The City will contemplate an agreement, which provides the proponent with a right to mortgage the agreement under terms acceptable to the City.

vi) Insurance

The following are the City's usual requirements for commercial entrepreneurs; however, proponents should be aware that specific insurance requirements might be increased depending upon the nature of the proposed use. The requirements set out below are minimums only and shall not be taken as binding by the City.

- \$3,000,000 Comprehensive General Liability Insurance per occurrence providing for the City as additional insured (this is the standard requirement for commercial user groups and Tenants of the City)
- If obtaining a Special Events permit in order to serve alcohol (ie: AquaFest beer tent) then to increase insurance to \$5,000,000 and show liquor liability and products liability coverage (City standard).
- Fire insurance on buildings.

vii) City Right to Inspect

- City has the right to inspect the buildings and lands for state of repair and the City will retain an unfettered right to enter onto the land to bring the facilities into proper repair.

ix) Assignment

- Proponent cannot assign or sell business without consent of the City.

5. PROPOSAL CONDITIONS

5.1 General

Proponents are required to make submissions responding to the proposal conditions as set out in the following sections. It should be understood that the conditions have been established in accordance with the City's expectations for the project and provide specificity to the project goals, objectives, and planning principles defined earlier in this RFP. Proponents are at liberty to propose deviations to certain conditions; however are advised to provide supporting rationale and justification regarding the introduction of alternative approaches.

5.2 Site Requirements and Design Principles

Proposals may include supporting services, which are specified below. In addition, submissions should address and be consistent with the design principles and other parameters described in the following sections.

It should be noted that design discussions and review will be held with the selected proponent(s) and all final designs will be subject to City (and other jurisdictional authority) approval.

- i) All supporting site infrastructure and utilities to service the project must be included as part of the proposed project and designed and constructed to the satisfaction of the City and all authorities having jurisdiction, (including, but not limited to, hydro, water distribution, waste water collection systems, heating, and parking). Such site services, uses, and utilities should be located within the complex.
- ii) The proposed project must be self-sufficient in terms of parking available on site and is not to affect or spill-over onto adjacent roads or other existing parking facilities in the vicinity. The proponent will be required to establish appropriate operations, mechanisms and controls to monitor and manage parking to ensure the project's operation does not negatively impact the adjacent neighbourhood.
- iii) Residential uses and high-density development will not be allowed.
- iv) Attractive landscaping of all buildings, structures, parking areas, and service facilities areas must be provided.
- v) All buildings, site grades, trails, promenades, driveways, parking, washrooms, among

other facilities, must be accessible to, and incorporate facilities designed or dedicated to specifically accommodate people with physical disabilities.

- vi) The extent of private/security fencing is to be minimized where possible through creative landscaping, facility operations or management approaches. The intent is to maintain visual integration of those areas as being within the public realm.
- vii) Any special outdoor events, shows or major programming should not conflict with existing community events or festivals held in the adjacent park, and must be approved by the City. Proponents are encouraged to work with existing festival organizers to coordinate timing of events, contribute to or enhance existing programs, and to share facilities or site areas.
- viii) All buildings and structures including support facilities, signage, and site furnishings are to be attractive and should be designed in accordance with the architectural and site furnishing of the adjacent parks. Exterior benches and public trash receptacles provided by the proponent must conform in style, model, and colour to those being provided by the City.
- ix) Exterior signage on buildings or structures should be kept to a maximum of 10% of the front facade of the first story of the building or structure. All exterior signage for identification or directional purpose will be incorporated into the parks signage policy.
- x) Extensive flood lighting is to be avoided. Any exterior flood or security lighting of critical areas will be directed down and away from adjacent residents.

5.3 Roles and Responsibilities - Capital Asset Design and Construction

In preparing proposals, proponents should be aware of the City's preferences as to the roles and responsibilities of the proponent and the City during the design, construction, operation, and maintenance of the project. This information is in support of the Risk Allocation items presented earlier in this RFP.

5.3.1 The Proponent

The items below represent the proponent's roles and responsibilities for the capital works component of the project.

- i) The financing, design and construction of all project components, including any associated services, utilities, or other support facilities; including but not limited to hydro, heating services, water distribution and wastewater collection systems, on site stormwater

management systems, and including any upgrades or improvements to existing municipal services or utilities which may be triggered by the proposed project.

- ii) Payment of any and all applicable development charges and fees, local improvement charges, deposits, assessments, connection charges, inspection fees, application of processing fees and other charges of the appropriate authorities.
- iii) Identifying and obtaining any and all approvals, permits, licenses, certificates, authorizations, agreements, plans, among others and satisfying all legislative requirements and laws of all levels of government and all authorities having jurisdiction relating to the approval of the project, its design and construction. The selected proponent should also be prepared to attend at least one public open house meeting to present their project plans to the public.
- iv) Undertaking and coordinating construction in an orderly and timely manner. The City will require that all project construction be completed in accordance with the approved development schedule and in compliance with all pertinent legislative requirements and performance parameters to be specified in the contract.
- v) The provision of all surveys, (e.g. boundary, topography, foundation, and building location surveys, and reference plans) as required.
- vi) The provision of appropriate performance and compliance securities to the appropriate authorities.
- vii) Undertaking all material testing, determining and improving soil and subsurface geotechnical and environmental conditions, and contract and environmental impairment liabilities of facilities built by the project lands and complying with all quality control requirements of approval authorities.
- vii) All costs of the project construction, including but not limited to any and all claims relating to the project such as project delays, litigation, and occupational health and safety liabilities.
- viii) To provide a Performance Bond for 100% of the costs of the construction program and a Labour and Materials Bond in the amount of 50% of the total cost of the construction program, or an unconditional irrevocable letter of credit from a bank acceptable to the City in the amount of 150% of the total cost of the construction program.

5.3.2 City of Hamilton

The roles and responsibilities of the City include, but are not necessarily limited to:

- i) Review and approve the architectural design and treatments including exterior colours and materials of buildings and structures, exterior design and thematic concept for signage packages, site furniture, and lighting.
- ii) Review, approve, and monitor the design and construction of facilities to ensure they are undertaken in a timely and orderly fashion and completed to the satisfaction of the City and all authorities having jurisdiction.
- iii) Approve construction techniques, facility locations, scale, design, and construction programs, including plans, drawings, and construction specifications and conditions.
- iv) Inspect the construction of major capital facilities and infrastructure services.
- v) Review and approval the issuance of wastewater and water service permits.
- vi) Facilitate the successful proponent in obtaining any planning permits or other approvals.
- vii) Arranging any public meetings.
- viii) Ensuring that all construction is completed and on time and thereby will require the successful proponents ??? incomplete – type different from balance of section

5.4 *Project Operation and Maintenance*

5.4.1 The Proponent

The proponent will be responsible for the management, operation and maintenance of the entire project, including the following.

- i) all operating costs, including those related to management staff expenses, realty, business and other taxes, licenses, utilities, lease fees, insurance, etc.
- ii) costs related to a capital maintenance program, ongoing replacement of facilities, infrastructure and services needed to keep the facilities in good repair and condition to the end of the lease or contract period.
- iii) development of operating procedures and standard acceptable to the City.
- iv) maintenance of on-site water distribution, wastewater collection, heating and hydro, and storm water management systems.

- v) the delivery of quality customer service to a standard acceptable to the City and capable of maintaining customers and clients, as well as a complaint resolution methodology consistent with industry standards.
- vi) on-site parking management, control, and enforcement.
- vii) marketing and promotion of the project, facilities, and services to attract and maintain customers, clients, visitors, and tourists.
- viii) collection of all project revenues including tenant rents and user fees.
- ix) collection and payment distribution of appropriate federal, provincial, local and regional taxes, charges, and fees.
- x) full management services including accounting, purchasing, legal, and human resources.
- xi) complete grounds maintenance, including litter collection.
- xii) monitoring and maintaining the premises and grounds for public safety.
- xiii) ensuring that tenants and other operators on the project site remain within limits/parameters established by the City .
- xiv) providing and maintaining appropriate insurances for third party liability, property insurance, occupational health and safety liability, environmental impairment resulting from operations of the facilities of the project etc.
- xv) meeting all present and future legislative health, safety and environmental standards.

5.4.2 City of Hamilton

The City must ensure a continuation, and a quality level, of service throughout the contract period and therefore, the City:

- i) may require the proponent to provide operating securities representing an amount of 50% of one year's annual operating costs.
- ii) will inspect the condition of the premises and facilities.

-
- iii) will monitor facilities operations and capital facilities maintenance performance against pre-established measures.
 - iv) will review annual maintenance programs and any remedial work.
 - v) approve any proposed alternative or new uses or services.
 - vi) will monitor public complaints and responses of the proponent.
 - vii) will review for approval any proposed alterations to buildings or facilities.
 - viii) review for approval plans, designs and construction contracts for all major repair or enhancements or changes to site water distribution and wastewater collection systems.
 - ix) consider for approval any proposed special events, festivals, shows, sales, etc. including timing, location on the site, and the applicability of entrance fees.

6. DEVELOPMENT GUIDELINES

As mentioned in Section 2.5, the lands available for lease are subject to Site Plan Control By-law No.90-285, Zoning By-law No.06593, and Official Plan Special Policy No. A.2.9.3.3. It is the City's intent to encourage a proponent to develop high quality amenities that are compatible with the architectural and landscape architectural character of Pier 4 and Bayfront Parks and the adjacent neighbourhood.

The following development guidelines have been prepared for the Bayfront Park area:

Building Style: Small detached building

Height: Two and a half storeys

Groupings and Setbacks: to be determined

Theme:

The Victorian architecture of the designated buildings (433, 455, 469 Bay Street North) and the Gartshore Thomson Building in Pier 4 Park influence the Macassa Bay area. The other predominant architectural style in the neighbourhood is cottage style homes with horizontal wood siding. All new buildings should match these styles of architecture with gabled roofs and wooden verandas where appropriate.

Materials and Colour: Red brick construction with Victorian-style wood verandas gingerbread, ornamental woodwork or white clapboard with horizontal wood siding.

Open Space: Any buildings placed in Bayfront Park shall offer views to the bay.

Streetscape: The current streetscape featuring a 6m-wide (20 ft.) asphalt paved walkway and harbour-front lights, shall be maintained. Benches, trash containers and other site furnishings provided by the proponent shall match those installed in Pier 4 and Bayfront Parks.

Landscaping: The landscaping of the site should be in a manner consistent with that in Pier 4 and Bayfront Parks. The use of flowerbeds is encouraged. The City's Parks Division shall approve landscaping.

7. SUMMARY OF PUBLIC AND PRIVATE COMMITMENTS TO THE WEST HAMILTON HARBOUR PRECINCT

7.1 *Public Sector Initiatives - Environmental*

The Remedial Action Plan for Hamilton Harbour is a plan to improve water quality and habitat in Hamilton Harbour and Cootes Paradise, to re-establish a healthy aquatic ecosystem, and to improve the potential for more extensive recreational uses while maintaining the harbour's essential economic function. This is a long-term plan that involves the active participation of all levels of government, related agencies, and private sector partners having an interest in the harbour. Component projects meeting the objectives of RAP, since 1989, are listed below:

Fish and Wildlife Habitat Restoration Project	Federal/Provincial/Municipal	\$5.5M
Bayfront Park site remediation	Provincial/Municipal	\$7.5M
Combined storm sewer Overflow tanks – four Locations	Federal/Provincial/Municipal	\$47.0M
Various other projects	Federal/Provincial/Municipal	\$15.0M
Total expenditures since 1989	in excess of \$75.0 million*	

(* totals include projects having an impact on the West Harbourfront area, but located outside of its boundaries)

7.1.1 Parks, Recreation and Open Space

An established network of parks, trails, and recreational facilities provide residents and visitors with opportunities to return experience Hamilton Harbour and enjoy its spectacular views. The West Harbourfront area offers 46 ha. (114 ac.) of developed parks and natural open space lands, and 5 km (3 mi.) of developed trails. Nearby, the Royal Botanical Gardens and Carroll's Point encompass another 1093 ha. (2700 ac.) of natural open space making this area one of the most picturesque in Southern Ontario. Recent construction projects are listed below:

Bayfront Park Development	Provincial/Municipal	\$2.3M
Pier 4 Park Development	Provincial/Municipal	\$2.2M
Harbour West Marina Complex	Federal	\$3.5M
Desjardins Trail Development	Federal/Municipal	\$0.5M
James Street North Parkette	Municipal	\$0.1M
Waterfront Trail acquisition and Development	Municipal	\$7.0 M
Parks, Recreation and Open Space Total		\$8.6 M

7.1.2 Tourism

Hundreds of attractions are available within a 65 km (40 mi.) radius of the Region of Hamilton-Wentworth for the enjoyment of all ages. World-renowned Royal Botanical Gardens, art galleries, historic homes, and museums are adjacent to the West Harbour front area. The following is a list of some recent expenditures on attractions in the West Harbourfront area.

Worker's Heritage Centre	Provincial/Municipal	\$2.4M
Multicultural Gardens (planning)	Municipal	\$0.3M
AquaFest Annual Waterfront Festival	Municipal	\$0. 1M
Dundurn Castle Restoration	Provincial/Municipal	\$4.4M
Tourism Total		\$7.2 million

7.1.3 Urban Renewal

Implementation of master plan studies, fully involving the public participation process, have resulted in green, landscaped, pedestrian-oriented designs that recognize the diversity of individual neighbourhoods. These improvements provide linkages between neighbourhoods, the urban core, and the harbour area. Listed below are r

Hamilton Harbour Improvements by Local Industry	
- Stelco and Dofasco (Total expenditures since 1990)	\$60.0M
Sediment Remediation	
- Private Sector	\$4.0M
Private Sector Initiatives Total	\$64.4M

8.0 PROPOSAL SUBMISSION AND SELECTION PROCESS

This section outlines the proposal submission particulars and the process leading to the selection of the successful proponent.

8.1 *The Selection Process and Committee Composition*

The City is conducting a three-stage selection process with this Request For Proposal representing the start of the second stage as described below.

- ❖ Stage One involved a number of proponents submitting a Letter Of Interest outlining their development concept, qualifications and experience, relationship structure, financial capabilities, and proposed relationship with the City. Successful proponents were recommended to proceed to Stage Two.
- ❖ Proponents chosen to proceed to Stage Two will produce comprehensive proposals, which will both refine and describe their concepts and development plans in more detail. The City's Selection Team will evaluate the proposals, inclusive of a proposal presentation, and submit a recommendation regarding the selected proponent to Council for approval.
- ❖ Stage Three is the final stage of the process and involves the negotiation of the final agreement(s). This agreement(s) will be negotiated using accepted business principles for the development of the preferred facility and service concept. The City may wish to negotiate some adjustments or additions to the selected proponent's concept, which may be in keeping with facility or leisure service requirements to meet community needs.
 - A Selection Committee ("The Committee") will be comprised of the following members:
 - > Department of Public Works and Traffic – Parks Division
 - > Community Planning and Development
 - > Community Services
 - > Corporate Services (Legal Services/Facilities Management)
 - > Finance

In conducting their evaluation, the Committee may solicit advice from outside professional advisors or consultants as it or the City considers useful.

- A Negotiating Committee will be composed of a representative from various City

Departments and consultants as necessary:

8.2 *Submission Particulars*

8.2.1 *Number of Copies of Proposal:*

???

8.2.2 *Address of Submission:*

Purchasing Division

3rd Floor

Corporation of the City of Hamilton

50 Main Street East

Hamilton, ON

L8N 1E9

Neither late nor faxed submissions to this Stage Two Request For Proposal will be accepted.

8.2.3 *Submission Deadline:* on or before 3:00 p.m. _____

8.2.4 *Transmittal Letter:* Proposals must include a transmittal letter, stating the name of the Principal responding firm, address, telephone number and fax number of the person (name and title required) authorized to negotiate on behalf of the submitting party. The transmittal letter must be signed by the specified individual, and should also identify all organizations participating in the response, and their relationship to one another.

8.2.5 *Executive Summary:* Proposals must include an Executive Summary of a maximum of 4 to 5 pages, containing an overview of the proponent's concept, understanding of the project, and methodology of development and operation.

8.2.6 *Staff Contacts:* For technical and process inquiries contact:

Mr. Werner Plessl

Co-ordinator, Parks Development and Maintenance

Public Works and Traffic Department,

Corporation of the City of Hamilton

71 Main Street West

Hamilton, Ontario

L8N 3T4

Telephone: (905) 546-3923 Fax: (905) 546-2443

E-mail parksdev@interlynx.net

Proponents are advised that contact regarding this project with any person other than identified above is strictly prohibited and may result in disqualification. Without limiting the generality of the foregoing, proponents shall make no attempt to contact any member of the Selection Committee, advisors to the Selection Committee, any staff of the City of Hamilton or any member of Hamilton Council or their staff.

Disqualification as a result of the above may be made at anytime in the selection process and at the sole and absolute determination of the Selection Committee.

In order to ensure fairness and openness in the selection process, representatives of the City and its advisors will not hold private meetings or conversations with respect to the RFP with any representatives of proponents, other than to seek clarification of proposals or as part of the selection procedure such as proponent interviews.

8.2.7 Addenda: After reviewing the RFP document, proponents are encouraged to report and request clarification of any discrepancy, ambiguity, or inconsistency. All requests for information with respect to this RFP should be directed to Mr. Werner Plessl (faxes accepted). If such requests result in a change to the requirements of this document, the City will prepare and issue an Addendum to this RFP. The deadline for receipt of all questions is _____.

All responses to such requests will be issued within 10 days to all proponents. A written request for additional clarification received after this date may be responded to at the sole discretion of the City.

8.2.8 Evaluation for Completeness: Proposals will first be evaluated for completeness as per the Request For Proposal. Proponents submitting proposals deemed not to be complete will be notified and proposals will be returned immediately.

8.2.9 Evaluation and Selection Criteria: The Committee will evaluate proposals using a formal assessment template. Selection criteria based upon the Partnership Principles described in Section 1.7, proposals will be used to evaluate proposals and to assess their ability to meet the service and financial objectives outlined in this RFP. The evaluation of proposals will be solely in the City's discretion. The Partnership Principles in addition to other factors as may be adopted by the City, will be used to determine the relative desirability of individual proposals, deemed to be complete following the initial evaluation described above. Relevant criteria information appears in the appendix and will be distributed at the Bidders Conference.

8.2.10 Bidders Conference: Members of the Selection Committee will respond to all questions at the bidders' conference. Proponents are forewarned to prepare questions in advance for this meeting. Queries will not be entertained prior to or following this meeting. Answers to questions that could not be properly fielded at the conference will be faxed to all proponents in the form of an addendum.

8.2.11 Proposal Presentations: Following the evaluation of written proposal, proponents will be offered an opportunity to present their propositions to the Selection Committee. The results of the formal presentation will be combined with the outcome of the evaluation of the written proposals to select the most appropriate partner candidate.

8.2.12 Project Negotiation Process and Timing: Following the evaluation of proposals, all proponents will be notified in writing that the evaluation process is complete and that the City has commenced negotiation with a selected proponent. Negotiations will proceed until an agreement is reached, at which point, a staff report will be presented to Council. The successful proponent, recommended for the project, must enter into a written contract with the City prepared by the City Solicitor. Should negotiations with the selected proponent be discontinued, the City reserves the right to open discussions with other proponents.

8.2.13 Proposal Evaluation Schedule: The following dates are subject to change by the City in its sole discretion:

Issue Request for Proposal	_____
Bidders Conference	_____
Deadline for Written Questions	_____
Proposal Submission Deadline	_____
Recommended Proponent	_____

8.3 *Other Matters*

8.3.1 Accuracy And Completeness Of Information: All information is assumed to be accurate. Any evidence of false or intentionally misleading information may lead to the rejection of the proposal. The City may act at its sole discretion to determine if information provided is false or intentionally misleading. No adjustments to proposals will be considered after the closing date and time. An authorized signing officer of the proponent company and each of the equity and management partners must sign off proposals. All proposals must be complete. Proposals not deemed to be complete will be rejected. Proposals submitted are irrevocable by the proponent and will remain in effect for a period of 120 days after the submission closing date.

8.3.2 Confidentiality of Submissions: All information will be considered highly confidential, subject to the provisions and the disclosure requirements of the Municipal Freedom of Information and Protection of Privacy Act, and any other disclosure requirements imposed by law. All contents will be considered as proprietary rights of the proponent. Representatives of the City's Finance Division, who will provide a brief summary to the City Selection Team with respect to the financial ability of the proponent to undertake the project, will review information related to financial information. The City will have the right to make copies of all proposals received for its internal review process and to provide such copies to staff, advisors, and representatives.

8.3.3 Clarification of Proposals: The City is not obligated to seek clarification of material contained in a proposal, but reserves the right to do so. While only proposals deemed to be complete in accordance with the Request For Proposal will be considered for evaluation, the City

reserves the right to request clarification of contents, philosophy, approach etc. The City may choose to obtain this clarification verbally, in writing or in a face-to-face meeting. All requests for clarification and clarifications will be documented by staff and forwarded to the proponent. The proponent must immediately respond to any disagreement with written points of clarification in writing. All communication with respect to individual proposals will be completely confidential between the proponent and the City. Proponents are prohibited from initiating contact with the City other than as provided for in this RFP and any attempt to do so may result in immediate disqualification. All information submitted in response to a request for clarification becomes part of the proposal.

8.3.4 The City's Right to Reject Any or All Proposals: The City reserves the right to reject any or all proposals based on incomplete information, inaccurate or misleading information, or if proposals are apparently incompatible with the City's desired approach to partnering for the development and operations of the waterfront amenities at Bayfront Park. The City also reserves the right to discontinue the evaluation process if in the sole determination of the City, proposals do not represent a relationship into which the City is prepared to enter.

8.3.5 Right to Cancel: The City is not bound to accept any proposal and may proceed, in its sole discretion, based upon what it determines following receipt of proposals. The City reserves the right to accept or reject all proposals in whole or in part; at any time add, delete or modify terms or conditions included in the RFP, and to require all proponents to advise the City of the effect on their proposal of any such changes; issue a second RFP; or decide at any time not to proceed with this RFP.

8.3.6 Tax and Legislation Matters: The City makes no representations, warranties or undertakings concerning the tax position, including municipal property and business taxes, or legal consequences of any structure proposed by the proponent with respect to any proposal. The acceptance of any proposal does not constitute a warranty or undertaking by the City as to any tax or legal consequences. Proponents are required to satisfy themselves as to the tax and legal consequences of its proposal. Each proponent must clearly outline in the Financial Plan, any specific tax issues associated with its proposed business structure. Any tax structure proposed by a proponent must comply fully with the provisions of all Canadian and Provincial tax law. Requests for special tax or other legislative concessions will not be entertained. In reviewing the Financial Plan submitted by a proponent, the City will assess the acceptability of any Financial Plan or structure which may require, or is based on, obtaining tax rulings; however, the City reserves the right to reject any business plan which is conditional upon obtaining such rulings.

8.3.7 Ownership and Copyright: All materials and information prepared, produced and delivered to the City in the preparation of the proposal and the negotiation and performance of any agreement(s) by the proponent, shall be the sole property of the City.

8.3.8 No Collusion: In participating in this RFP, the proponents will not discuss or

communicate, directly or indirectly, with any other proponent or any servant, agent or representative thereof, respecting the preparation or presentation of their proposals. Each proponent's proposal shall be submitted without any connection, knowledge, comparison of figures or arrangements with any other proponent or servant, agent or representative thereof and each proponent will be responsible to ensure that its participation in this process is conducted fairly and without collusion or fraud.

8.3.9 Waiver: The City does not accept responsibility for any information or any errors or omissions, which may be contained in this RFP, or the schedules, data, materials or documents disclosed or otherwise provided to the proponent pursuant to this RFP. The City makes no representation or warranty, either expressed or implied, in fact or in law, with respect to the accuracy or completeness of this RFP or such schedules, data, materials or documents, and the City shall not be responsible for any action, cost, loss or liability whatsoever arising from the proponent's reliance or use of this RFP or any other technical or historical schedules, data, materials or documents provided by the City. The proponent is responsible for obtaining its own independent financial, legal, accounting, engineering, and technical service advice with respect to any information included in the RFP or in any schedules, data, materials or documents provided or required by the City.

8.3.10 Proponent's Costs: All costs and expenses incurred by proponent relating to the proposal and any negotiations with the City will be borne by the proponent. The City is not liable to pay such costs or expenses or to reimburse or compensate proponents under any circumstances, including the rejection of any or all other proposals. The City will not accept responsibility for any delays or costs associated with any reviews or approval process.

8.3.11 Public Announcements: Proponents shall not issue news releases or other public announcements pertaining to details of their proposals or the selection process without the prior written approval of the City.

8.3.12 Errors or Omissions: It is understood and acknowledged that while the Request For Proposals includes specific requirements, a complete review and recommendation is required. Minor items, not herein specified but obviously required, shall be provided as if specified. Any misinterpretation of requirements within this proposal shall not relieve the proponent of the responsibility of providing the services as aforesaid.

8.3.13 Conflict of Interest: The proponent and City staff are to discuss any conflict of interest they may have before undertaking the work outlined in this submission. An employee of the Corporation of the City of Hamilton shall not have a direct or indirect interest in a company or own a company, which sells goods or services to the City. All proponents submitting proposals to the City of Hamilton shall disclose to the City any potential conflict of interest. If such a conflict does exist, the City may, at its discretion, withhold the award of contract from the proponent until the matter is suitably resolved. Further, if during the performance period of the

awarded contract, another client engages the proponent, giving rise to a potential conflict of interest, the proponent shall so inform the City. If the City deems that a significant conflict of interest exists, then the proponent upon being so informed by the City shall refuse the new client's engagement or shall take such other steps as are necessary to remove the conflict.

9.0 PROPOSAL STRUCTURE

The proposals must include content and elements described in this Request For Proposal. Proponents are encouraged to structure their proposals in the following fashion:

9.1 *Corporate Overview*

This section of the proposal should include the following.

- names, addresses, business phone numbers, fax numbers, and e-mail addresses of all principals of the company submitting the proposal, including all companies in a consortium.
- an overview of the company's corporate structure and number of staff.
- the primary areas of work, corporate mission, and objectives of the proponent.
- a listing of all directly related experiences, including roles, budgets, and contacts of who may be called for references purposes to be included in the appendix of the document.
- primary contact for the proposal, including name, address, business phone, fax numbers, e-mail address, position in the company, and specific experiences related to a project of similar scope and nature.
- financial information including an indication of the proponents ability to arrange financing, credit capacity, evidence of sufficient bonding capacity, disclosure of liens against the company, amount of liability insurance proposed to be held by the company must be included in a sealed envelope, under separate cover. The City may undertake an evaluation of the proponent's financial position using external professional assistance. Confidentiality will be strictly maintained.

9.2 *Concept Overview*

- *Project Concept and Description:* the City is interested in the development and operations of amenities/attractions to enhance the Bayfront Park and to serve the needs of park users. It is anticipated that proponent concepts will include a combination of retail and commercial spaces accommodated in buildings conforming to the design guidelines outlined in this RFP, passive

and active recreation opportunities, special events facilities as well as other creative and innovative features that will enhance the financial viability of the project. The proposal must include concept drawings outlining the size and relationship of the individual buildings, features and associated spaces. In text and in concept drawings the proponent must indicate parking provisions, external landscape design, general appearance materials, and other conceptual components as appropriate.

- *Target Market of Proposed Facilities and Services:* the City has not completed a formal Needs Assessment for the potential facilities or services contemplated for the Bayfront Park site. Therefore, a market assessment and anticipated capture area of the proposed facilities and programs inclusive of an indication of the anticipated participation by individuals and groups from outside the City is required.
- *Viability and Feasibility Analysis:* an assessment of the concept's viability regarding capitalizing upon current or future markets as well as an indication of the current and future competitive environment associated with the proposed facility components and services should be provided.
- *Anticipated Impact Local Service Providers:* the proponent should estimate the impact of the new development on local businesses and current service providers in the vicinity of Bayfront Park. Including a strategy to minimize negative impact on existing businesses would be advisable.
- *Public Consultation and Staff Input:* the proposal should offer suggestions regarding the proponents desired approach to receiving public comment and stakeholder input into the concept design and development approach. The proposal should also include the proponent's strategy for involving staff in the concept development process.
- *Compliance with Hamilton's Corporate Values and Philosophy:* the proposed facility concept and operating strategy for the project must fit with the City's value and philosophy for the provision of park and related services. The proposal should outline the proponent's understanding of this fit and where necessary, the manner in which the philosophical approach to service delivery will be protected.
- *Proposed Risk Allocation and Management:* the proposal should outline the proponent's risk management plan with respect to risk protection related to staff management, tenant relations, program provision, leisure service clients, facility maintenance, and use of the facilities by groups and organizations.

The proposal must demonstrate an understanding of and conformity to provincial and municipal labour and safety laws and requirements. An understanding of the need to comply with Hamilton's Zero Tolerance For Violence Policy should also be outlined. Linked to the proposed partnership structure, methods of limiting risk exposure such as adherence to accepted operating specifications and ongoing facility maintenance and security initiatives should be defined. Roles and responsibilities of both the private partner and the municipality should be described.

- *Proposed Contribution from the City:* it is an objective of the City to enhance services to residents while at the same time minimizing costs to the taxpayer. Further, the City has clearly identified its desire to limit further capital contributions to the project. The proposal should clearly outline the proponent's expectations with respect to the City's financial and resources contribution.
- *Ownership of the Facility:* the proposal should outline the proposed ownership arrangement both in the immediate future and in the long term. Proposals that include unique and creative relationships and that enhance the financial return to the municipality will be provided favourable consideration.
- *Proposed Relationship With The City:* the proposal must clearly define the expected partnership arrangement with the City. This overview should identify the roles and responsibilities of the proponent and the City, with respect to day-to-day management (if any) of the facility(s), capital maintenance and conservation and information to be provided on an annual basis to update the City on all aspects of the operation. It is important that any ongoing responsibilities of the City be identified with respect to staff and other resources. Program, support, maintenance, and other activities that will be sub-contracted must be identified, along with an indication, if known; of to whom these areas will be subcontracted (the City may wish to approve subcontracted services).

9.3 *Development and Construction*

- *Proposed Development And Construction Plan:* the proposal must outline all development related issues including project staging and timing. Only concept drawings are required at this stage, but design and construction process and schedules must be provided.
- *Anticipated Approval Requirements:* all required approvals including, but not limited to zoning, servicing, financing, environmental assessments, building

permits, and Official Plan Amendments must be identified. Anticipated timing of approvals and requirements for City staff participation must be identified. Potential OMB hearings must be noted and incorporated into the timing projections.

- *Proposed Capital Costs:* the proposal must identify all capital costs including design, site development, construction, professional fees, furnishings, landscaping, and contingencies. The basis for these costs and comparable recent projects must be provided.
- *Proposed Method of Capital Financing:* proposed method of financing the capital costs must be clearly outlined and explained. The capital-financing plan must identify equity partners and level of equity, debt financing, anticipated interest rates for debt financing must be noted, and an indication of ongoing debt costs included in the operating pro forma.
- *Proposed Timeline for Development:* the proposal must clearly outline the timing for full implementation of the project including all key milestones for capital financing arrangements, required approvals, design, construction, landscaping, etc. This timing must be realistic and identify timing flexibility with respect to delays in approval processes.

9.4 *Business and Operating Plan*

- *Proposed Service And Program Model:* the proposal must outline the services and programs to be provided including hours of access for specific groups; seasonal program focus; and anticipated events. The proponent's philosophy, approach to customer service, and quality control should be outlined.
- *Proposed Operating Structure:* the proposal must describe the operating and management plan for the facility(s) including an outline of organizational structure, key management personnel and their duties, relationship of on-site managers to the Company, description of the relationship of other investors in the operation and management of the facility(s). The expected participation of the City in the management and operation, including a liaison role, must be outlined. The experience and qualifications of the proponent's key management personnel must be identified. These may be specific to individuals currently in place or, if hiring is necessary, the experience and qualifications of future personnel must be indicated.
- *Proposed Pricing And Rent Structure:* the proposal must outline the proposed pricing and rent structure for various users and tenant groups. This structure

should note anticipated annual increases in pricing over the first ten years of the project's operation. Justification, based on market forces should be provided.

- *Projected Revenues And Expenses:* a ten year operating pro forma showing all expenses and revenues must be provided. Debt repayment (including principal and interest payment with interest payments over the long term using reasonable projection of rates), management fees, dividends, bonuses, and asset maintenance costs etc. should be included. Depending on the proposed relationship with the City, municipal costs associated with staff liaison as well as administrative overhead expenses should be budgeted.
- *Proposed Marketing Plan:* the marketing plan must provide details relating to marketing strategy, market forces, promotions and merchandising as well as other innovative marketing approaches. The marketing plan must be consistent with the needs assessment and reflect the proponent's strategies for a 3 year period.
- *Preferred Dispute Process:* the nature of the proposed partnership with the City will have an impact on the City's role with respect to an ongoing dispute process to resolve issues between the proponent and community users. It is recognized that the dispute process, facility use, and the City's role in this process must reflect the degree of involvement that the City has in this project.
- *Proposed Capital Conservation Strategy:* The proposal must also outline the proposed capital conservation and improvement program over a twenty-year period including ongoing asset repair and maintenance activities and capital infrastructure reserve commitment.

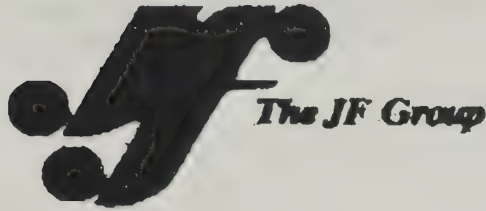
LIST OF REQUIRED APPENDICES

- City Park Map
- Department of Culture and Recreation Mission, Mandate, and Goal Statements ????
- Location Plan
- Plan of Available Site For Development
- Official Plan Special Policy A2933
- F District Requirements of Use
- Figure illustrating 150W Hps lights
- Building renderings
- List of Applicable Policies that will govern operations
- Zero Tolerance of Violence Policy
- Evaluation Criteria
- Event Foot Traffic Estimates
- List of Annual Events in Bayfront Park/Event Visitor Profiles

City of Hamilton

***PUBLIC / PRIVATE PARTNERSHIP TO DEVELOP
AND OPERATE WATERFRONT AMENITIES AT
BAYFRONT PARK***

EVALUATION CRITERIA



MEMORANDUM

DATE: August 28, 2000
TO: Mr. Bob Chrystian
FROM: John Frittenburg
RE: Bayfront Evaluation Criteria

As requested, please find attached the proposed evaluation criteria for the Request For Proposal related to the Public Private Partnership to Develop and Operate Waterfront Amenities at Bayfront Park. The criteria are linked directly to the planning principles and other relevant issues that are explained in the RFP document.

Please do not hesitate to contact me if I can provide anything further.

Hamilton City Council

Minutes of September 6, 2000

CITY OF HAMILTON**Request For Proposals**

**PUBLIC/PRIVATE PARTNERSHIP TO DEVELOP AND OPERATE
WATERFRONT AMENITIES AT BAYFRONT PARK**

PROPOSED EVALUATION CRITERIA***Overview***

Each submission will be evaluated in several areas using predetermined, weighted criteria, linked to planning principles and relevant issues described in the Request For Proposal document. Proponents will have an opportunity to discuss the criteria at the mandatory bidders meeting.

Evaluation Criteria**Corporate Information**

- Financial capacity and stability
- Design capabilities
- Construction capabilities
- Operating capabilities

Proposed Concept

- Concept quality
- Feasibility and market analysis
- Risk allocation
- Proposed relationship with the City

Development and Construction

- Development plan
- Proposed capital cost
- Proposed timing

Business and Operating Plan

- Service and program plan
- Operating structure
- Business arrangement
- Marketing plan

Hamilton City Council

Minutes of September 6, 2000

CITY OF HAMILTON

**PUBLIC/PRIVATE PARTNERSHIP TO DEVELOP AND OPERATE
WINTERMOUNT AMUSEMENTS AT BAYVIEW PARK**

REQUEST FOR PROPOSALS

PROPOSED EVALUATION CRITERIA

Financial Proposal

- Proposed municipal capital contribution
- Revenue and cost projections
- Capital and financing plan
- Capital conservation plan
- City's financial and related benefits

General

- Submission quality

The Chrysanthemum Show

Appendix "D" as referred to
in Section B-7(c) of the
Committee of the Whole
Report of September 5, 2000

Mission Statement

To foster and promote opportunities for the City of Hamilton to celebrate **its** official flower – the Chrysanthemum and advance economic and community well being through the development of partnerships and strategies designed to enhance the visitor's experience and broaden the City's marketability and value to tourists and the horticultural community, respectively.

Goals

To stage an annual event based first and foremost on the City's collection of over 175 varieties of Chrysanthemums.

To develop the event as a major floral display recognizing the value and historical significance of the existing collection.

To ensure the event is always in the best interest of the taxpaying public, show sponsors and supporters and visitors.

Objectives

Establish and maintain accurate records of the City's collection of Chrysanthemums.

Develop a network of contacts for the purpose of expanding the collection, facilitating research and development of **new** / hybrid varieties and otherwise promoting the City's collection.

Undertake annual visitor survey using a variety of techniques (ie. on site, post-show telephone contacts) in order to determine and evaluate the responsiveness of the production to visitor expectations and economic benefits back to the community.

Develop and maintain strategic partnerships for the purpose of enhancing the visitor experience without compromising the floral display as a show "centrepiece, keeping the cost of admission affordable and achieving, as a minimum, full cost recovery and zero dependence on the municipal tax levy.

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MINUTES

GOVERNMENT DOCUMENTS

CITY OF HAMILTON COMMITTEE OF THE WHOLE\CITY COUNCIL

Friday, September 15, 2000
9:00 a.m.

Council Chambers, Hamilton City Hall
71 Main Street West, Hamilton

Present: Mayor R. M. Morrow;
Aldermen M. Kiss, M. Caplan, A. Horwath, R. Corsini, D. Wilson, C. Collins, F. Eisenberger, B. Charters, T. Jackson, B. Kelly, D. O'Sullivan

Regrets: Alderman B. Morelli – Funeral
Alderman D. Haining – Other business
Alderman G. Copps – Sick
Alderman T. Anderson – Regional Business
Alderman F. D'Amico – Civic business

Mayor R. M. Morrow called the meeting to order.

It was moved by Alderman Kiss and seconded by Alderman Caplan that Council move into Committee of the Whole to consider a resolution respecting the Rennie Street Landfill Site and the Voluntary Retirement Programme/Voluntary Exit Programme and Confirming By-law with Mayor Morrow in the chair.

Recorded vote.

YEAS: Mayor Morrow, Aldermen Kiss, Caplan, Horwath, Corsini, Wilson, Eisenberger, Collins, Charters, Jackson, Kelly, O'Sullivan. –12.

NAYS: -0.

CARRIED.

It was moved by Alderman Collins and seconded by Alderman Charters that Council move in-camera to discuss the Rennie Street Landfill Site. **CARRIED.**

Council moved back into open session and approved the following:

Re: Rennie Street Landfill Site – Funding \$9.9 Million

- (a) That the City of Hamilton commit the balance of the funding (\$9.9 million) required to complete the remedial plan for the Closed Rennie Street Landfill as outlined in PWT00102 Report to the Transport & Environment Committee and approved by City Council on May 2/00.
- (b) That this phase of the project be deemed to be a Time Sensitive project pursuant to Purchasing Policy No. 5, and that the Acting City Manager and the Mayor be authorized to execute any documents, purchase orders, requisitions or contracts necessary to proceed with the initial phase of the project, to an upset limit of \$11 million; and
- (c) That the Finance and Administration Committee recommend a method of financing these costs.
- (d) That this report be forwarded to the Transition Board for approval. **CARRIED.**

Rennie Street Landfill Remediation (FIN00100)

- (a) That the amount of \$9.9 million for the Environmental Remediation of the Rennie Street Landfill site be funded in the 2001 Capital Budget.
- (b) That this Report be forwarded to the Transition Board for approval. **CARRIED.**

It was moved by Alderman by Alderman Caplan and seconded by Alderman Corsini:

Rennie Street Landfill – Charges against the City (LS-00017)

- (a) That the actions and recommendations contained in Report LS-00017, be approved; and,

- (b) That the Transition Board be requested to provide any required approvals regarding these actions and recommendations; and,
- (c) That Report LS-00017 be made public immediately following the City's appearance in Court on Monday, September 18, 2000.

Recorded vote on sub-section (a) clause (3)

Yeas: Mayor Morrow, Aldermen Kiss, Caplan, Horwath, Corsini, Wilson, Collins, Kelly. -8.

Nays: Aldermen Eisenberger, Charters, Jackson, D'Amico. -4. **CARRIED.**

RESOLUTIONS

Re: Voluntary Early Retirement Programme\Voluntary Early Exit Programme

It was moved by Alderman Kiss and seconded by Alderman Caplan that correspondence respecting the Voluntary Retirement Programme/Voluntary Exit Programme received from the Transition Board dated September 13, 2000 attached herewith, be referred to City Staff for a report back on a better and more equitable Programme with the following instructions:

- (a) That a projection be compiled of anticipated staff take up of the Programme and the impact of the Corporation; and,
- (b) That the Transition Board be requested to revisit the Voluntary Exit Programme with a view to enhance the Programme to better reflect the value of staff.

CARRIED.

Council moved in-camera to discuss a harbour update from Alderman B. Charters.

It was moved by Alderman Caplan and seconded by Alderman Horwath that Council reconvene in open session.

CARRIED.

* * * * *

It was moved by Alderman Kiss and seconded by Alderman Caplan that the Resolutions and By-law respecting the Rennie Street Landfill Site and the Voluntary Retirement Programme/Voluntary Exit Programme and Confirming By-law, be adopted.

Recorded vote.

YEAS: Mayor Morrow, Aldermen Kiss, Caplan, Horwath, Corsinii, Wilson, Eisenberger, Collins, Charters, Jackson, Kelly, O'Sullivan – 12.

NAYS: -0.

CARRIED.

* * * * *

It was moved by Alderman Kiss and seconded by Alderman Caplan that the following Bill be signed, sealed and enrolled as a By-law:

D-038 Being a By-law to Confirm the proceedings of the Council of the Corporation of the City of Hamilton. **CARRIED.**

Note: The meeting adjourned at 11:30 a.m.

Taken as read and approved,

Mayor R. M. Morrow

**K. C. Christenson, Acting Municipal Clerk
September 15, 2000**

KCC/dg

**THE NEW! CITY OF
HAMILTON**

Transition Board Members:

- Marvin G. Ryder, MBA, Chair
- Ollie Thomson, Vice-Chair
- William McMillan (Mac) Carson
- Kathy Dinney
- Colin T. Millar
- Darlyne Mills
- Don Ross

Sent via Fax

September 13, 2000

Mayor and Members of Council
City of Hamilton
71 Main Street West
Hamilton, ON L8N 4Y5

Dear Mayor Morrow and Members of Council:

RE: Voluntary Retirement Program/Voluntary Exit Program

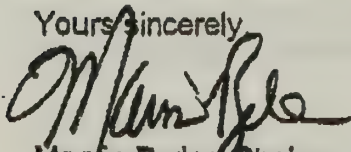
The Transition Board at its meeting held Tuesday September 12, 2000 considered a confidential report (attached) from the City Manager, Mr. Doug Lychak, respecting a Voluntary Retirement Program/Voluntary Exit Program to be offered to all eligible employees in the constituent municipalities of the Regional Municipality of Hamilton-Wentworth.

I wish to advise that the Transition Board approved the programs and is forwarding the report to your Council for consideration and endorsement. The Transition Board believes the program is competitive and fair, and consistent with past practice.

In keeping with the request of the Regional Council that the Transition Board establish such programs as quickly as possible, the Board would respectfully request communication from your Council by September 20, 2000 to advise if your municipality does NOT wish to participate in the programs. If no communication is received to this effect, the Transition Board will consider your municipality to have approved the programs for its employees.

A communication plan for employees is being developed and information sessions will be held for employees in each municipality. Details of the program will be forthcoming.

Yours sincerely



Marvin Ryder, Chair
Transition Board for the new City of Hamilton

c: Jim Bruzzese
Kevin Christenson
Terry Cooke, Regional Chairman
Doug Lychak, City Manager

TRANSITION BOARD FOR THE NEW CITY OF HAMILTON

- RECOMMENDATION -

CONFIDENTIAL

DATE: 2000 August 25

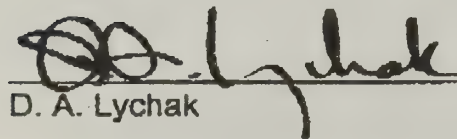
REPORT TO: Chairman and Members
Transition Board for the New City of Hamilton

FROM: D. A. Lychak
City Manager
New City of Hamilton

SUBJECT: Voluntary Retirement Program/Voluntary Exit Program (TB0014)

RECOMMENDATION:

That a voluntary early retirement program and a voluntary early exit program herein, be offered to all eligible employees in the constituent municipalities of the Regional Municipality of Hamilton-Wentworth.


D. A. Lychak

FINANCIAL/STAFFING/LEGAL IMPLICATIONS:

tba

BACKGROUND:

The achievement of efficiencies in services and service delivery in the new City of Hamilton will require a redesigned and downsized workforce. Two programs are recommended for Implementation to facilitate this process.

The voluntary early retirement program (VERP) and the Voluntary Exit Program (VEP) have been designed to be competitive and fair, consistent with past practices and easily understood by all employees. Eligibility for the programs (described below) recognizes that there are particular areas of the organization where it would be necessary to replace each employee who left. Employees who leave the organization under either program will not be eligible for rehire for a period of time equal to the length of the notice period and/or payment provided at departure.

A communication program will be in place and support provided to assist employees in the transition.

Eligible employees who have not opted for either the VERP or the VEP, and find themselves in a redundant position during the period January 1, 2001 to December 31, 2001 will receive working notice in lieu of severance pay, or will be laid off in accordance with their collective agreement.

Voluntary Early Retirement Program

During the amalgamation of the administrations of the City of Hamilton and the Region of Hamilton-Wentworth, an incentive was offered to most City/Region employees who were eligible for the OMERS early retirement program that expires on December 31, 2001. As no business case existed to support workforce reductions in this manner, the incentive was not offered in the Fire Service. The program was designed to assist in realizing a workforce reduction. Over 300 employees were offered the package, and 216 employees accepted. This resulted in net savings of \$4.1 million.

The possibility of an early retirement incentive to support the creation of the New City of Hamilton has been presented to employees of all municipalities in the Region. It is estimated that, across the Region, 100 employees are eligible to retire under the OMERS 80 factor.

Eligibility

All union and non-union full and part-time employees, employees of the municipalities, that will merge to form the "New City of Hamilton", who are members of OMERS and have achieved the OMERS 80 factor by December 31, 2001 (combination of age (50) plus years of service), will be eligible to participate in the Voluntary Early Retirement Program except those who are members of the Hamilton-Wentworth Regional Police Services, firefighters, employees of HECFI, the Library Boards or Hamilton Hydro, members of the Transit Pension Plan, employees in the Social and Public Health Services Division, employees in the Land Ambulance Service, School Crossing Guards and employees of the New City of Hamilton.

Incentive

For those who elect to retire an incentive will be paid equal to 2 weeks pay for each year of continuous service to a maximum of 12 months pay and retiree benefits until age 65. Employees may shelter their incentive in a RRSP to the maximum allowable and take a lump sum or monthly payments. Employees eligible for early retirement and a guest have the option of attending pre-retirement sessions that will address both lifestyle and financial issues.

Retirement Date

The decision to retire under the Voluntary Early Retirement Program rests solely with the employee. The date of retirement will be at the discretion of management, taking into consideration the preferences of the retiree, and the needs of the organization. No retirement under this program will occur prior to December 31, 2000 or later than December 31, 2001.

Voluntary Exit Program

A voluntary exit program has not been previously offered in any of the constituent municipalities.

Eligibility

The Voluntary Exit Program is open to all full time union and non-union employees that will merge to form the "New City of Hamilton" with some exceptions: employees eligible for the Voluntary Early Retirement Program, members of the Hamilton-Wentworth Regional Police Services, firefighters, employees of HECFI, the Library Boards or Hamilton Hydro, members of the Transit Pension Plan, employees in the Social and Public Health Services Division, employees in the Land Ambulance Service, School Crossing Guards and employees of the New City of Hamilton.

Management retains the option of withdrawing the opportunity for a voluntary exit where, in the sole discretion of management, the loss of particular skills and knowledge will compromise immediate and future service delivery requirements. It is anticipated that this discretionary veto will be exercised in limited situations.

Employees who are accepted into the Voluntary Exit Program, who are considering taking Early Retirement under the OMERS window and are eligible for retiree benefits, must do so between the date of their application for the VEP and their date of departure. Their VEP incentive will be recalculated in accordance with the Voluntary Early Retirement Program. Those who have left the organization under the VEP, and subsequently choose to take an OMERS pension, waive their right to retiree benefits.

Incentive

Employees who are accepted into the VEP will be entitled to an incentive to be calculated as follows:

- i) The employee's age and service, as of December 31, 2000 will be added to produce a point total,
- ii) The point total produces an incentive according to the formula (below),
- iii) No employee would receive less than 3 months pay or more than 15 months pay.

75 or greater	4 weeks for each 5 point increment
65 to 74 points	3.75 weeks for each 5 point increment
55 to 64 points	3.50 weeks for each 5 point increment
45 to 54 points	3.25 weeks for each 5 point increment
35 to 44 points	3.00 weeks for each 5 point increment
Fewer than 35 points	2.75 weeks for each 5 point increment

Example:

Employee is 35 years of age with 10 years of service "Total points are 45".

$$(45 / 5) = 9 \times 3.25 \text{ weeks} = 29.25 \text{ weeks.}$$

Payment can be in any form, (e.g. lump sum or monthly payments) subject to limitations imposed by Canada Customs and Revenue Agency rules. These payments will be deemed to include all payment required by statute and common law.

Benefits, excluding short term and long term disability, accidental death and dismemberment and optional life insurance, will be provided for the duration of the period calculated as the overall number of months for which the employee is entitled to the incentive payment. Access to the EAP program will be continue through the notice period.

An additional allowance equal to 10% of an employee's base salary or equivalent annual pay will be made available to assist with employment transition. The allowance may be used for a confidential outplacement service to assist with job searches and related needs or may be used for tuition reimbursement. In both cases the 10 % equivalent allowance is provided in the form of services and the cash will not be provided in lieu of these services.

Exit Date

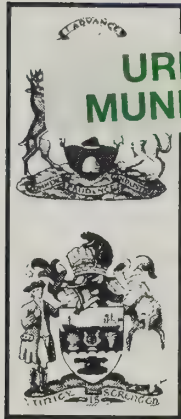
If accepted into the Voluntary Exit Program, the date of exit will be at the discretion of management, taking into consideration the preferences of the exiting employee, and the needs of the organization. No exit under this program will occur prior to December 31, 2000 or later than December 31, 2001. Employees, who chose to resign prior to the date established for their exit, will not receive the incentive.

Timetable

Employees will be given an opportunity to elect to participate in the programs during a four-week period, subsequent to the issuance of program details. Employees who opt to participate will have their exit date established within three weeks of their acceptance. Discussions are underway with OMERS to expedite the provision of personal pension statements so that the four-week selection window can be maintained.

This proposed program was discussed with the Area CAO's on August 28, and a meeting will be scheduled with Union Representatives subsequent to the approval of this report. General information sessions will be held in each municipality and print and electronic information will also be distributed.

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**URBAN
MUNICIPAL**

MINUTES

CITY OF HAMILTON CITY COUNCIL

**Tuesday, September 26, 2000
7:45 p.m.**

**Council Chambers, Hamilton City Hall
71 Main Street West, Hamilton**

Present: Mayor R. Morrow, Chairman;
Aldermen M. Kiss, M. Caplan, A. Horwath, R. Corsini, B. Morelli,
D. Haining, G. Copps, D. Wilson, C. Collins, F. Eisenberger,
T. Jackson, B. Charters, T. Anderson, B. Kelly, F. D'Amico,
D. O'Sullivan

Mayor R. M. Morrow called the meeting to order.

The National Anthem was played.

Reverend W. Glenn Empey, Chaplain, Community and Business Development, Hamilton Health Sciences Corporation, led Council in prayer.

PRESENTATIONS

Ms. B. Austin and Mr. G. Kristiansen presented Mayor Morrow with a plaque on behalf of Lakeland Family Pool Association.

Ms. Hanham and Mr. Wong spoke to Council about the Brain Tumor Foundation of Canada and indicated that October is Brain Tumor Month.

Mayor Morrow presented the Senior of the Year Award to Mr. Jack Mallon. Mr. Mallon has been a volunteer in Hamilton for forty years.

Mayor Morrow recognized the Box 43 Association for their 50th Anniversary. Box 43 provides canteen services to the firefighters of Hamilton. Fire Chief Peace presented a helmet to the Box 43 Association in recognition of their Anniversary.

ADOPTION OF MINUTES

The Minutes of the meetings held August 30 and September 6, 2000 were adopted as circulated.

CORRESPONDENCE

1. Letter dated September 14, 2000 from Marvin Ryder, Chair, Transition Board for the new City of Hamilton respecting a draft Coat of Arms, Badge and Flag.

Referred to Committee of the Whole.

2. Application dated August 30, 2000 from Tarbutt Construction Ltd., for a change in zoning from "C" (Urban Protected Residential, etc.) District to "H" (Community Shopping and Commercial, etc.) District modified for Block "1" and a modification to the established "H" (Community Shopping and Commercial, etc.) District for Block "2" for the property at 1325-1345 Barton Street East, 300-308 Kenilworth Avenue North, and 8 Harrison Avenue, Hamilton, Ontario.

Received.

3. Application dated September 6, 2000 from D.M. Industries Inc. for a further modification to the established "KK" (Restricted Heavy Industrial) District to permit a Bingo Hall for property at 398 Kenora Avenue, Hamilton, Ontario.

Received.

4. Letter dated September 25, 2000 from John Spears, Chair, Cancer Care Ontario – Central West Region regarding the Smoking By-law.

Received.

It was moved by Alderman Kiss and seconded by Alderman Caplan that the Reports of the Transport and Environment Committee, and the Planning and Development Committee, be now considered in Committee of the Whole with Alderman Anderson in the chair.

Recorded vote.

YEAS: Mayor Morrow, Aldermen Kiss, Caplan, Horwath, Corsini, Morelli, Haining, Wilson, Copps, Collins, Eisenberger, Jackson, Charters, Anderson, Kelly, D'Amico, O'Sullivan. –17.

NAYS: -0.

CARRIED.

TRANSPORT AND ENVIRONMENT COMMITTEE – REPORT 13-00**Section 3 Re: Conflict of Interest – Proposed Outdoor Boulevard Café – 164 James Street South**

Alderman Horwath declared personal interest in, took no part in the debate and refrained from voting on this matter as her husband is the operator of the restaurant.

PLANNING AND DEVELOPMENT COMMITTEE – REPORT 14-00**Section 4 (B) Official Plan Amendment and City Initiative 98-C for Windermere Basin**

It was moved by Alderman D'Amico and seconded by Alderman Copps that Section (4) (B) of the Fourteenth Report of the Planning and Development Committee be deleted in its entirety and replaced with the following:

- (a) That Section 4(B) be amended to delete reference to Block "9" being rezoned from "L-s" (Planned Development – Special Study) District to "K" (Heavy Industry, etc. – Holding) District and add reference to rezone Block "9" from "L-s" (Planned Development – Special Study) District to "A" (Conservation, Open Space, Park and Recreation – Holding) District in accordance with Section 4(B)(c); and,
- (b) That Appendix "D" contained in the Fourteenth Report of the Planning and Development Committee be deleted in its entirety and replaced with the attached revised Appendix "D"; and,
- (c) That sub-section (e) of Section 10 of the Fourteenth Report of the Planning and Development Committee be deleted in its entirety and replaced with the following Bill C-065: A By-law to Amend Zoning By-law No. 6593 Respecting Lands located west of Eastport Drive, South of Pier 25 known as Windermere Basin.

CARRIED.

Section 5 Re: Zoning Application 00-01 – 1242324 Ontario Inc.

Recorded vote.

YEAS: Mayor Morrow, Aldermen Caplan, Horwath, Corsini, Morelli, Haining, Copps, Wilson, Collins, Charters, Anderson, Kelly, D'Amico, O'Sullivan. –14.

NAYS: Alderman Kiss –1.

CARRIED.

Section 10 (h) Re: Bill C-068: By-law to Confirm the Proceedings of Council

It was moved by Alderman D'Amico and seconded by Alderman Copps that the following be added as sub-section (h) to Section 10 of the Fourteenth Report of the Planning and Development Committee:

(h) Bill C-068: A By-law to confirm the proceedings of the Council of the Corporation of the City of Hamilton. **CARRIED.**

Rule No. 9 Re: Proposed Agreement for the Auchmar Buchanan Estate

It was moved by Alderman D'Amico and seconded by Alderman Copps that Rule No. 9 of the City's Procedural By-law be invoked for this meeting of City Council in order to permit consideration of a resolution respecting the Auchmar Buchanan Estate.

CARRIED.

Section 11 Re: Proposed Agreement for the Auchmar Buchanan Estate

It was moved by Alderman D'Amico and seconded by Alderman Copps that the following be added as Section 11 to Report 14-00 of the Planning and Development Committee:

11. Proposed Agreement for the Auchmar Buchanan Estate (PDC99098(E))

- (a) That the Agreement of Purchase and Sale, duly executed on June 18, 1999, by the purchaser, 1333786 Ontario Ltd., and the vendor, Cervarano Developments Ltd. and V & R Investments Inc., which agreement was assumed by the City of Hamilton on October 22, 1999, for the lands known as Part Lot 15, Concession 4, former Barton Township, City of Hamilton and consisting of approximately 3.55 acres, be amended by further extending the closing date of this transaction

from September 28, 2000 to on or before November 3, 2000. All other terms and conditions contained in the Agreement of Purchase and Sale to remain the same and that time remains of the essence.

- (b) That the date for entering into an Agreement for the entire Auchmar property, as approved by the Planning and Development Committee at its meeting on May 18, 2000, be further extended from September 22, 2000 to on or before November 1, 2000. All other terms and conditions contained in the May 18, 2000 recommendation to remain the same and that time remains of the essence.
- (c) That Corporate Counsel be authorized and directed to take the appropriate action in dealing with this matter. **CARRIED.**

RESOLUTION

It was moved by Alderman Anderson and seconded by Alderman Jackson:

- (a) That the Transition Board and area municipalities be advised that the City of Hamilton does not support the draft Coat of Arms, Badge and Flag, attached herewith as Schedule "A"; and,
- (b) That an extension of time be made by the Transition Board to allow the City to meet and receive public input and provide suggestions on changes to the Coat of Arms, Badge and Flag for the new City of Hamilton; and,
- (c) That Ross Fair, General Manager, Community Services co-ordinate this review, consultation and report back; and,
- (d) That the final decision for these insignia rest with the Council of the new City of Hamilton. **CARRIED.**

**ACTING MAYOR FOR THE MONTH OF
OCTOBER, 2000**

It was moved by Alderman Kiss and seconded by Alderman Caplan that Alderman A. Horwath be appointed Acting Mayor for the month of October, 2000.

CARRIED.

NOTICE OF MOTION FOR NEXT MEETING

Alderman Collins gave notice that he would move at the next regular meeting of City Council the following motion with respect to free on-street parking in the downtown core:

- (a) That free on-street parking in the downtown core (500 metered parking spaces in the area bounded by Bay, York/Wilson, Wellington and Jackson) be offered and that the Finance and Administration Committee be requested to recommend a method of financing the lost revenues (approximately \$45,000); and,
- (b) That on-street parking in the downtown core be limited to 2 hours from 8:00 am to 6:00 p.m., Monday to Saturday; and,
- (c) That the City Traffic By-law No. 89-072 be amended accordingly; and,
- (d) That the Regional Council be requested to amend the Regional Traffic By-law R89-038; and,
- (e) That staff report back, after consultation with various stakeholders such as the International Village and Downtown B.I.A.'s with the results of the experiment.

* * * * *

It was moved by Alderman Kiss and seconded by Alderman Caplan that the Report of the Committee of the Whole on the Reports of the Transport and Environment Committee, the Planning and Development Committee, and resolutions, be adopted.

Recorded vote.

YEAS: Mayor Morrow, Aldermen Kiss, Caplan, Horwath, Corsini, Morelli, Haining, Wilson, Copps, Eisenberger, Collins, Jackson, Charters, Anderson, Kelly, D'Amico, O'Sullivan. -17.

NAYS: -0.

CARRIED.

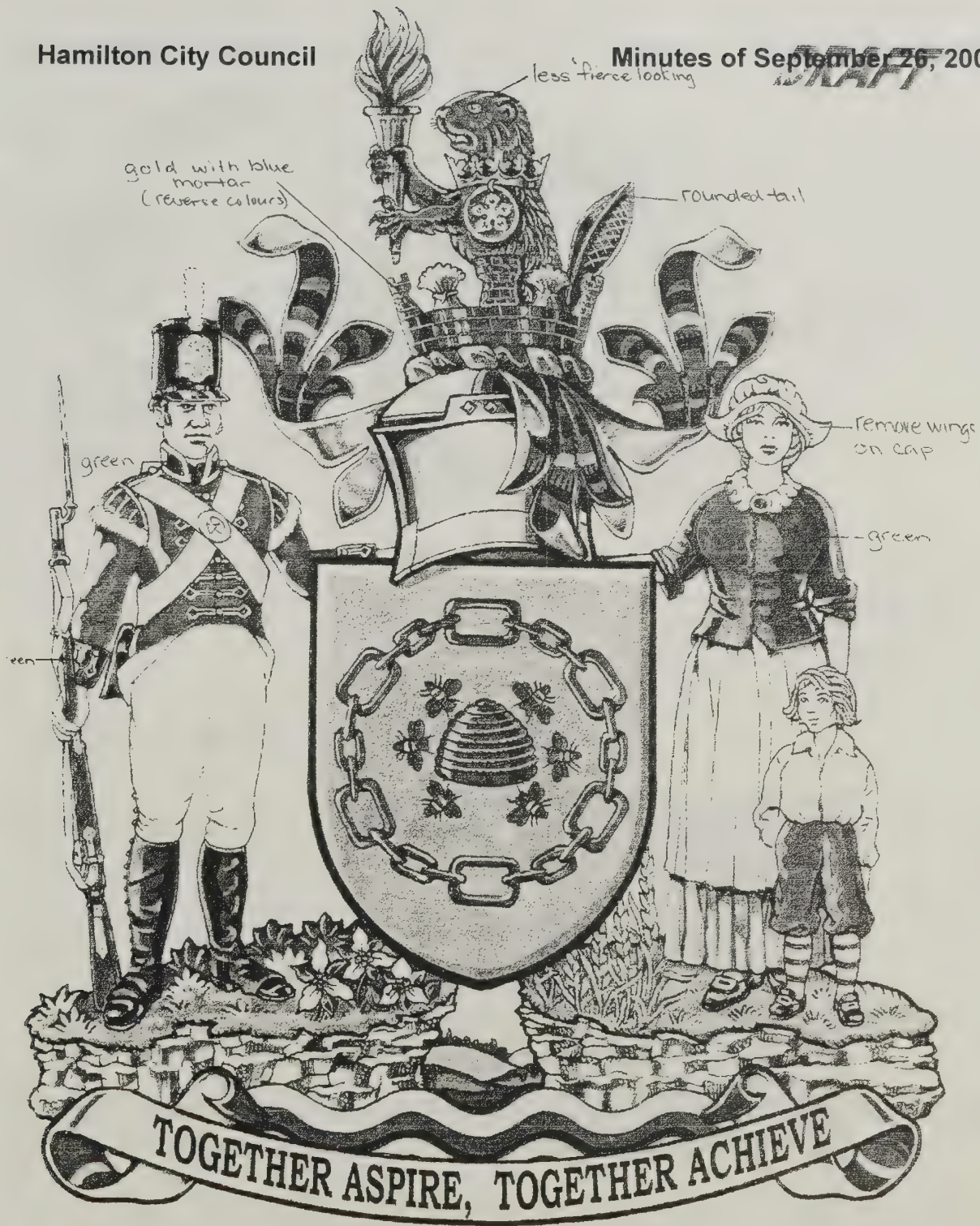
Note: The meeting adjourned at 9:20 p.m.
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Taken as read and approved,

**MAYOR R. M. MORROW
CHAIRMAN**

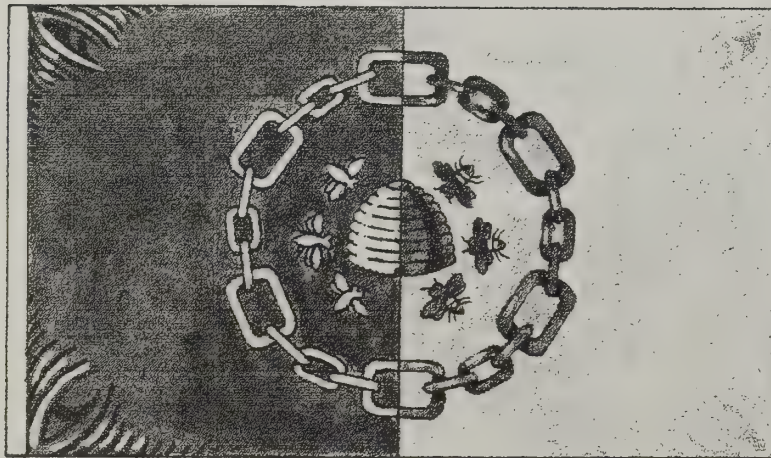
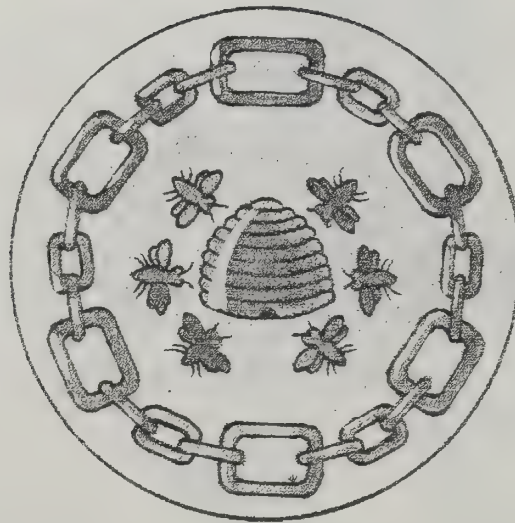
**K. C. Christenson, Acting Municipal Clerk
September 26, 2000**

KCC/dg



SCHEDULE "A" as referred to in a Resolution respecting the Coat of Arms, Badge and Flag from September 26, 2000

DRAFT





REPORT

CITY OF HAMILTON SPECIAL MEETING OF THE TRANSPORT AND ENVIRONMENT COMMITTEE

Monday, September 11, 2000

9:30 a.m.

Room 233, Hamilton City Hall
71 Main Street West, Hamilton

Present:	Alderman C. Collins (Chairperson), Alderman D. Wilson (Vice-Chairperson), Aldermen T. Anderson, M. Kiss, A. Horwath, B. Morelli, T. Jackson,
Absent with regrets:	Mayor R. M. Morrow Alderman F. D'Amico
Also Present:	M. Hazell, R. Meiers, T. Gill, F. Westaway, C. Lee-Morrison, C. Biggs

Alderman C. Collins, Chairperson, called the meeting to order.

THE TRANSPORT AND ENVIRONMENT COMMITTEE PRESENTS REPORT 13-00 AND RESPECTFULLY RECOMMENDS:

1. Proposed Alteration of Strachan Street West between Bay Street North and approximately 85m Easterly (PWT00140) (Item 2)

That the appropriate by-law to alter the roadway of Strachan Street West between Bay Street North and approximately 85m easterly by realigning the roadway and widening the pavement from the existing width of 8.7m to a width which varies from 8.7m to 15.9m, be passed and enacted.

2. Walcorp Inc. – Application for Approval of a Provisional Certificate of Approval for a Waste Disposal Site (Processing) at 675 Strathearne Avenue (PDC00136) (Item 3)

- (a) That the West Central Branch of the Ontario Ministry of the Environment be advised that the City of Hamilton objects to the

Application of Walcorp Inc. for Approval of a Provisional Certificate of Approval for a Waste Disposal Site (Processing) (Ministry File 3555-4JRRMB) at No. 675 Strathearne Avenue, as shown on the attached map marked as Appendix "A";

- (b) That the West Central Branch of the Ontario Ministry of the Environment be advised of Council's decision;
- (c) That the West Central Branch of the Ontario Ministry of the Environment be requested to forward a copy of its final decision respecting the Application of Walcorp Inc. for Approval of a Provisional Certificate of Approval for a Waste Disposal Site (Processing) at 675 Strathearne Avenue (Ministry File 3555-4JRRMB) to the Acting Municipal Clerk, City of Hamilton.

3. Proposed Outdoor Boulevard Café – 164 James Street South, Hamilton (PWT00143) (Item 4)

That the application of 1312754 Ontario Inc. to erect an outdoor boulevard café at 164 James Street South in Hamilton, on the Duke Street road allowance, be approved, subject to the following conditions:

- (a) That the applicant enter into an Outdoor Boulevard Cafe agreement in a form satisfactory to the Acting Commissioner of Public Works and Traffic and the Corporate Counsel and Director of Real Estate;
- (b) That the applicant pay a document registration fee of \$50. and an annual fee of \$236.25;
- (c) That the applicant provide proof of \$5,000,000 public liability insurance, naming the City of Hamilton and the Regional Municipality of Hamilton-Wentworth, and hold the City and Region harmless from all actions, causes of action, interest, claims, demands, costs, damages, expenses and loss;
- (d) That the applicant occupies the licensed area of the boulevard from May 1 to October 31 only and that all furniture, equipment, etc. be removed from the road allowance at all other times;
- (e) That the applicant maintain access for the physically challenged utilizing the Barrier Free Design Standards adopted by Council on 1994 October 25;
- (f) That the Mayor and the Municipal Clerk be authorized and directed to execute the Outdoor Boulevard Cafe Agreement.

4. Request for Permit Parking – Barlake Avenue, Hamilton (New Business)

- (a) That a "Permit Parking" regulation be implemented on the south side of Barlake Avenue, between Violet Drive and the westerly end, and that the City Traffic By-law 89-072 be amended accordingly;
- (b) That the Acting Commissioner of Public Works be authorized to issue one parking permit per residence, to a maximum of five parking permits, on a first-come-first-served basis.

5. Bill

That the following Bill be adopted, signed, sealed and enrolled as a By-law:

- (a) A-053 Being a By-law to Amend By-law No. 89-072 to Regulate Traffic

FOR THE INFORMATION OF COUNCIL:

(a) Declarations of Interest (Item 1)

Item 3 Proposed Outdoor Boulevard Café – 164 James Street South, Hamilton (PWT000143) (Item 4)

Alderman A. Horwath declared an interest as her spouse is the operator of the restaurant referred to in the report.

(b) Proposed alteration of Strachan Street West between Bay Street North and approximately 85m Easterly (PWT00140) (Item 2)

In accordance with the provisions of the Municipal Act, the above proposed alteration was advertised in The Spectator for four consecutive weeks.

The Committee Chairman requested if there was any one present wishing to address the Committee on this matter.

Mrs. G. Simmons, an area resident, advised the Committee that traffic has increased considerably on Bay Street, from Burlington Street, and requested that consideration be given to some method of slowing the traffic down, such as placing small boulevards on Burlington Street, west of James Street North.

As a result, staff was directed to investigate the traffic concerns expressed by Mrs. Simmons, and bring a report back to the Committee.

- (c) **Walcorp Inc. – Application for Approval of a Provisional Certificate of Approval for a Waste Disposal Site (Processing) at 675 Strathearne Avenue (PDS00136) (Item 3)**

Mr. John Walker, President of Walcorp Inc., addressed the Committee in support of his company's application. He advised that the Ministry of the Environment requested that the application be made due to the nature of the types of materials that his company was dealing with, and provided clarification to the Committee.

- (d) **Proposed Outdoor Boulevard Café – 164 James Street South, Hamilton (PWT00143) (Item 4)**

The Committee was advised that following circulation of the application to the area residents, one letter of objection has been received from G. J. Kolbec Inc., expressing opposition to the proposed outdoor boulevard café. This correspondence has been forwarded to the Committee Secretary to be retained in the Clerk's records.

- (e) The following items were received:

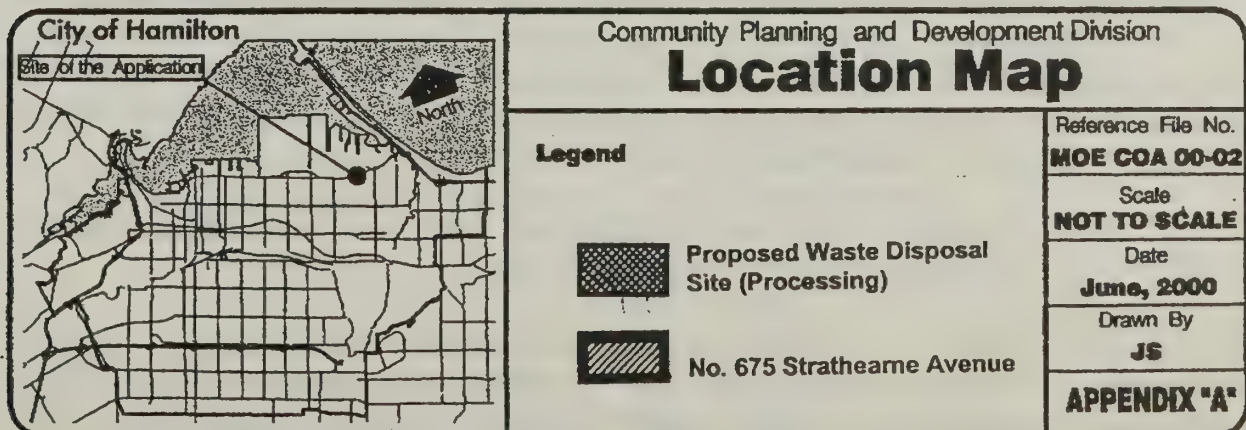
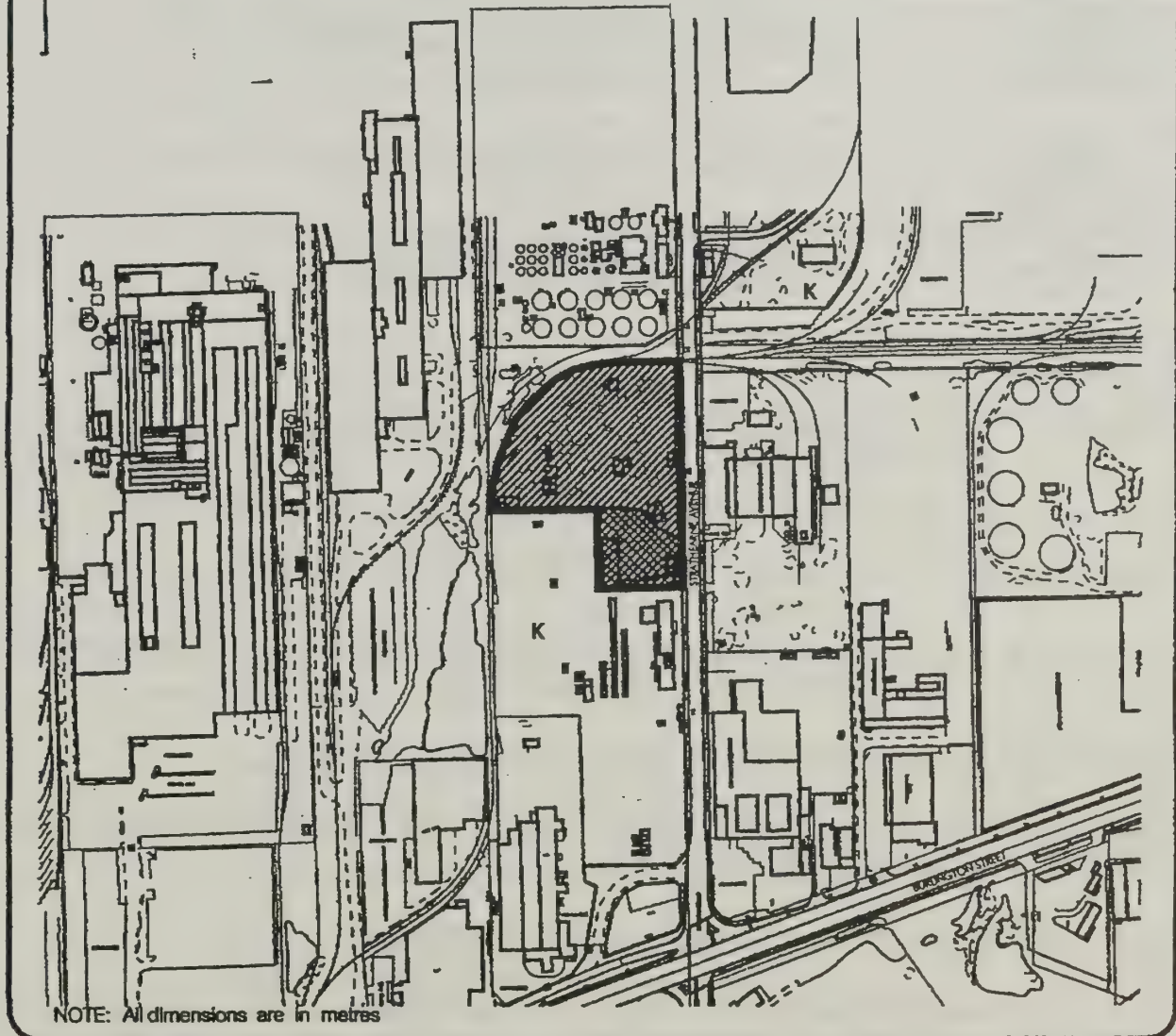
- (i) Cost of Allowing Free Parking in the Downtown Core for the Months of November and December, 2000 (PWT00133) (Item 5(a))
- (ii) Memorandum from The Honourable Dan Newman, Minister of the Environment, announcing "Operation Clean Water" Action Plan (Item 5(b))

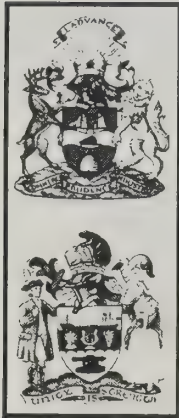
Note: The meeting of the Transport and Environment Committee adjourned at 9:50 a.m.

**Alderman C. Collins, Chairman
Transport and Environment Committee**

**Carolyn Biggs, Legislative Assistant
September 11, 2000**

Appendix "A" as referred to in
Section 2 of Transport and Environment
Committee Report 13-00





REPORT

CITY OF HAMILTON PLANNING AND DEVELOPMENT COMMITTEE

Wednesday September 20, 2000

9:30 a.m.

Room 233, Hamilton City Hall
71 Main Street West, Hamilton

Present: Alderman F. D'Amico (Chairperson), Alderman G. Copps (Vice-Chairperson), Mayor R. Morrow, Aldermen M. Caplan, R. Corsini, D. Haining, F. Eisenberger, B. Charters, B. Kelly

Also Present: Aldermen Kiss, Alderman Horwath, Alderman Wilson, L. Coveyduck, P. Mallard, P. Mason, B. Janssen, G. Paparella, C. Floroff, N. Smith, E. Switinky, M. Mascarenhas, P. Lampman, P. Vanderbark, D. Hall, T. Agnello

Alderman F. D'Amico, Chairperson, called the meeting to order.

THE PLANNING AND DEVELOPMENT COMMITTEE PRESENTS REPORT 14-00 AND RESPECTFULLY RECOMMENDS:

1. ZAR-00-23 – Rear of 148 Rymal Rd. East (PDC00148)

That approval be given to Zoning Application ZAR-00-23, 200 Rymal Road Inc., prospective owner, requesting a change in zoning from "AA" (Agricultural) District to "B-2" (Suburban Residential) District for property located at the rear of No. 148 Rymal Road East, to create two single-family dwelling lots fronting onto Jacqueline Boulevard, as shown on the attached map marked as Appendix "A", on the following basis:

- (a) That the subject lands be rezoned from "AA" (Agricultural) District to "B-2" (Suburban Residential) District;
- (b) That the Director, Land Development Department, Community Planning and Development Division, be authorized and directed to prepare a By-law to amend Zoning By-law No. 6593 and Zoning District Map E-9E for presentation to City Council; and,
- (c) That the proposed change in zoning is in conformity with the Official Plan for the Hamilton Planning Area.

2. ZAR-00-24 – 158-166 Stone Church Rd. West (PDC00149)

That approval be given to Zoning Application ZAR-00-24 – 158 and 166 Stone Church West, James Zaborsky and Bestco Construction Corporation, prospective owners, requesting a change in zoning from "AA" (Agricultural) District to "C" (Urban Protected Residential, etc.) District, for property located at 158 and 166 Stone Church Road West, as shown on the attached map marked as Appendix "B", on the following basis:

- (a) That the subject lands be rezoned from "AA" (Agricultural) District to "C" (Urban Protected Residential, etc.) District;
- (b) That the Director, Land Development Department, Community Planning and Development Division, be authorized and directed to prepare a By-law to amend Zoning By-law No. 6593 and Zoning District Map W-9C for presentation to City Council; and,
- (c) That the proposed change in zoning is in conformity with the Official Plan for the Hamilton Planning Area.

3. Official Plan Amendment and ZA-00-25 - Lands Located East of Lake Avenue North and South of Strawberry Drive (PDC00153)

- A. That approval be given to Official Plan Amendment No. 168, for lands located east of Lake Avenue North and south of Strawberry Drive to redesignate the subject lands from "Residential" to "Commercial" to permit the use of the subject lands for commercial development.
- B. That the following new policy be added to Subsection A.2.9.3 – Other Special Policy Areas as Policy A.2.9.3.80:

"Notwithstanding the permitted uses set out in Subsection A.2.2 – Commercial Uses, for those lands shown on Schedule "B-1" as SPECIAL POLICY AREA 85, and located east of Lake Avenue North and south of Strawberry Drive, only parking uses in conjunction with a commercial use located on the adjoining lands at 917-931 Queenston Road in the City of Stoney Creek shall be permitted."

- C. That approval be given to Amended Zoning Application ZAC-00-25, by Hi-Tech Banking Facilities Incorporated, owner, for changes in zoning from "AA" (Agricultural) District to "G-3" – 'H' (Public Parking Lots - Holding) District (Block "1"); from "C" (Urban Protected Residential, etc.) District to "G-3" – 'H' (Public Parking Lots - Holding) District (Block "2"); and, from "C" (Urban Protected Residential, etc.) District, modified, to "G-3" – 'H' (Public Parking Lots - Holding) District (Block "3"), for lands located east of Lake Avenue North and south of

Strawberry Drive, as shown on the attached map marked as Appendix "C", on the following basis:

- (a) That Block "1" be rezoned from "AA" (Agricultural) District to "G-3" – 'H' (Public Parking Lots - Holding) District;
- (b) That Block "2" be rezoned from "C" (Urban Protected Residential, etc.) District to "G-3" – 'H' (Public Parking Lots - Holding) District; and,
- (c) That Block "3" be rezoned from "C" (Urban Protected Residential, etc.) District, modified, to "G-3" – 'H' (Public Parking Lots - Holding) District;
- (d) That the "G-3" (Public Parking Lots) District regulations, as contained in Section 13C of Zoning By-law No. 6593, applicable to Blocks "1", "2" and "3", be modified to include the following variances as special requirements:
 - (i) That notwithstanding Section 13C(1), only a parking area in conjunction with a commercial use located on the adjoining lands at 917-931 Queenston Road in the City of Stoney Creek shall be permitted;
 - (ii) That no vehicular access to or egress from Lake Avenue North and Strawberry Drive shall be permitted;
 - (iii) That in addition to the requirements of Section 13C(4), a landscaped planting area having a total area of not less than 40% of the total lot area shall be provided and maintained; and,
 - (iv) That in addition to the requirements of Section 13C(4)(iii) of By-law No. 6593, a visual barrier of not less than 1.2 m and not more than 2.0 m in height shall be provided and maintained within the required planting strip adjacent to the northerly and westerly lot lines.
 - (v) That the "G-3" (Public Parking Lots) District regulations, as contained in Section 13C of Zoning By-law No. 6593, applicable to Blocks "1" and "2", be modified to include the following variance as a special requirement:
 - 1. That notwithstanding Section 13C(4)(i) of By-law No. 6593, an area landscaped with a planting strip of not less than 3.0 m in width shall be provided and maintained along the northerly and westerly lot lines.
 - (vi) That the "G-3" (Public Parking Lots) District regulations, as contained in Section 13C of Zoning By-law No. 6593, applicable to Block "3", be modified to include the following variances as

special requirements:

1. That notwithstanding Section 13C(4)(i) of By-law No. 6593, an area landscaped with a planting strip of not less than 6.0 m in width shall be provided and maintained along the northerly lot line;
 2. That notwithstanding Section 13C(4)(ii) of By-law No. 6593, an area landscaped with a planting strip of not less than 3.0 m in width shall be provided and maintained along the easterly lot line.
- (vii) That the amending By-law apply the holding provisions of Section 36(1) of the Planning Act, R.S.O. 1990, to Blocks "1", "2" and "3" by introducing the holding symbol 'H' as a suffix to the proposed zoning district. The holding provision will prohibit the development of the subject lands until:
1. the owner has applied for and received final approval for a site plan control application for the use of the subject lands as a public parking lot.
- City Council may remove the 'H' symbol, and thereby give effect to the "G-3" (Public Parking Lots) District, as amended by the special requirements of Section C(iv), C(v) and C(vi), as stipulated in this By-law, by enactment of an amending By-law once the above condition has been fulfilled;
- (viii) That the Corporate Counsel be directed and authorized to prepare a By-law to amend Zoning By-law No. 6593 and Zoning District Map E-125 for presentation to City Council;
- (ix) That the amending By-law be added to Section 19B of Zoning By-law No. 6593 as Schedule S-1451, and that the subject lands on Zoning District Map E-125 be notated as S-1451; and,
- (x) That the proposed change in zoning will be in conformity with the Official Plan for the Hamilton Planning Area upon approval of the proposed Official Plan Amendment No.168 by the Region of Hamilton-Wentworth.

4. Official Plan Amendment and City Initiative 98-C, for Windermere Basin (PDC00147)

- A. (a) That approval be given to Official Plan Amendment No. 167 to redesignate Windermere Basin from "Special Policy Area: Windermere Basin" to "Open Space", "Industrial", "Shipping and Navigation Uses" and "Open Water" on Schedule 'A' - Land Use Concept of the Official Plan, and delete Policy A.2.9.3.2 and replace it with a new policy. The General Manager, Community Planning and Development Division be authorized and directed to prepare the By-law of Adoption for submission to the Regional Municipality of Hamilton-Wentworth;
- (b) That By-laws No. 98-313 and 99-168 applicable to the subject lands be repealed in their entirety; and,
- B. That approval be given to City Initiative CI-98-C to rezone Windermere Basin from "L-s" (Planned Development - Special Study) District to: "A" - 'H' (Conservation, Open Space, Park and Recreation - Holding) District, modified (Blocks "1", "2", "3", "8" and "9") to permit development for open space and recreational uses; "F-4" - 'H' (Special Waterfront Services - Holding) District, modified (Block "4") to permit expansion of existing industrial uses to the west; "F-2" (Open Water) District (Block "5") to recognize the existing open water area, and "K" - 'H' (Heavy Industry, etc. - Holding) District, modified (Block "6") to permit expansion of existing heavy industry; and a further modification to the "F-4" (Special Waterfront Services) District regulations (Block "7"), all for the lands and water area located west of Eastport Drive, south of Pier 25, known as Windermere Basin, as shown on the attached map marked as Appendix "D", on the following basis:

AMENDED.

- (a) That the amending by-law apply the holding provisions of Section 36(1) of the Planning Act, R.S.O. 1990, to Blocks "1", "2", "3", "4", "6", "8" and "9", by introducing the holding symbol 'H' as a suffix to the proposed Zoning Districts. The holding provision will prohibit the development of the subject lands until such time as:
- (i) the owner submits a signed Record of Site Condition (RSC) to the Region and the Ministry of Environment (MOE), to the satisfaction of the Region, including an acknowledgement of receipt of the RSC by the MOE;
- (ii) the owner submits an Environmental Impact Statement to the satisfaction of the General Manager, Community Planning and Development Division to evaluate the impacts of the specific proposals on the existing Environmentally Significant Areas and determine impacts

of encouraging habitat given present soil and water quality concerns; and,

- (iii) the owner prepares and submits a stormwater management plan to the satisfaction of the General Manager, Community Planning and Development Division and the Hamilton Region Conservation Authority;

City Council may remove the 'H' symbol, and thereby give effect to the rezoning as stipulated in this By-law, by enactment of an amending by-law once the conditions are fulfilled;

- (b) That Blocks "1", "2", "3", "8" and "9" be rezoned from "L-s" (Planned Development - Special Study) District to "A" - 'H' (Conservation, Open Space, Park and Recreation - Holding) District; **AMENDED.**
- (c) That the "A" (Conservation, Open Space, Park and Recreation) District regulations, as contained in Section 7 of Zoning By-law No. 6593, applicable to Blocks "1", "2", "3" and "9" be modified to include the following variance as a special requirement. **AMENDED.**
 - (i) That notwithstanding Section 7(1), the following uses shall also be permitted: visitor centre, museum, trail centre, and information centre.
- (d) That the "A" (Conservation, Open Space, Park and Recreation) District regulations, as contained in Section 7 of Zoning By-law No. 6593, applicable to Block "8", be modified to include the following variance as a special requirement:
 - (i) That notwithstanding Section 7(1), the following use shall also be permitted: an access road.
- (e) That Block "4" be rezoned from "L-s" (Planned Development - Special Study) District to "F-4" – 'H' (Special Waterfront Services - Holding) District;
- (f) That the "F-4" (Special Waterfront Services) District regulations as contained in Section 12D of Zoning By-law No. 6593, applicable to the lands comprised of Block "4", and as modified by Ontario Municipal Board Order dated February 20, 1998, applicable to Block "7", are amended to the extent only of the following requirements:
 - (i) That notwithstanding Section 12D(1), only the following uses shall be permitted:

<u>Identification Number</u>	<u>Permitted Use</u>
1. 4542	Ferry Industry
2. 4543	Marine Towing Industry;
3. 4544	Ship Chartering Industry;
4. 4549	Other Water Transport Industries;
5. 4551	Marine Cargo Handling Industries;
6. 4552	Harbour and Port Operation Industry;
7. 4553	Marine Salvage Industry;
8. 4554	Piloting Service, Water Transport Industry;
9. 4555	Marine Shipping Agencies Industry;
10. 4552	Other Service Industries Incidental to Water Transport;
11. 3271	Shipbuilding and Repair Industry;
12. 3281	Boatbuilding and Repair Industry;
13. 9841	Labour Organizations;
14. 4561	General Freight Trucking Industry;
15. 4565	Forest Products Trucking Industry;
16. 4569	Other Truck Transport Industry;
17. 4562	Used Goods Moving and Storage Industry;
18. 4592	Freight Forwarding Industry;
19. 459	Other Service Industries Incidental to Transportation, n.e.c.;
20. 4791	Refrigerated Warehousing Industry;
21. 4799	Other Storage and Warehousing Industries, nec;
22. 5999	Other Products n.e.c., Wholesale limited to Chandlers;
23. 7794	Customs Broker;
24. 9211, 9212	Restaurants (licensed and unlicensed);
25. 9213	Take-out Food Services;
26. 9214	Caterers;
27. 9221	Taverns, Bars and Night Clubs;
28. 3521	Hydraulic Cement Industry;
29. 3551	Redi-Mix Concrete Industry;
30. 5999	Chandler engaged in supply or outfitting of boats;
31. 7021,7031,705	Bank, trust company or credit union;
32. 8521	Marine related commercial school;
33. 9919, 654	Sale and rental of recreational equipment including the charter or rental of boats, canoes or bicycles, but not motorcycles and snowmobiles;

34.	Not Classified	Accessory business office;
35.	868	Laboratory;
36.	9654	Boat Rental and Marina;
37.	9961	Ticket and Travel Agencies;
38.	9962	Tour Wholesaler and Operators;
39.	Not Classified	Shipping, Transshipping and Distribution Depot;
40.	635	Motor Vehicle and Equipment Repair Shop except paint and autobody repair;
41.	8641	Day Nursery;
42.	868	Research Establishment/Laboratory;
43.	481	Telecommunications Broadcasting Industry;
44.	Not classified	Heliports and Seaplane Operations;
45.	484	Postal and Courier Service Industry;
46.	171	Leather and allied products industries, except leather tanneries;
47.	24	Clothing Industry;
48.	279	Paper Box, Bag and other converted paper products industry;
49.	28	Printing, publishing and allied industry;
50.	3029	Fabricated metal products industry;
51.	339	Electrical products industry;
52.	391	Scientific and professional equipment industry;
53.	392	Jewellery and precious metal industry;
54.	393	Sporting goods and toy industry;
55.	397	Sign and Display Industry;
56.	Not classified	Light manufacturing assembly industry;
57.	42	Trade contracting industry;
58.	Not classified	Truck, machinery and equipment sales, rental and repair;
59.	199	Textiles and textiles products industries;
60.	103	Fruit and vegetable industry other than processing;
61.	104	Dairy products industry other than processing;
62.	107	Bakery products industry;
63.	2549	Millwork industry;
64.	2541	Wooden buildings industry;
65.	25	Wood products factory;
66.	26	Furniture industry;

67.	31	Machinery industry;
68.	32	Transportation equipment industry;
69.	33	Electronic products industry;
70.	351	Clay products industry;
71.	354	Concrete products industry;
72.	3562	Glass products industry;
73.	Not Classified	Small metal wares factory;
74.	60,51,77	Retail stores, or showrooms or sample rooms, for the sale of jewellery, crafts, gifts and souvenirs, clothing, flowers, photographic equipment, teas, coffees, spices and specialty foods, imported goods bazaar, fish or antiques;
75.	9692	Amusement parks;
76.	654	Establishments for the sale of bait;
77.	77,81,82,83,84,86,85,91,92,96,97,98,99	Service industries;
78.		Accessory Uses: (a) Accessory buildings, structures or uses; (b) Business Identification Signs that are Ground Signs, Wall Signs or Roof Signs of an occupancy or use of the land on which the sign is situate.

- (ii) That Section 12D(2) be amended to delete the words "Every PUBLIC, COMMERCIAL, INDUSTRIAL and ACCESSORY USE", and replace with "All the foregoing uses", so the entire introduction reads as follows:

"All the foregoing uses that are not for the bona fide purposes of shipping and navigation, shall comply with the following:"

- (g) That Block "5" be rezoned from "L-s" (Planned Development - Special Study) District to "F-2" (Open Water) District;
- (h) That Blocks "6" and "9" be rezoned from L-s" (Planned Development - Special Study) District to "K" - 'H' (Heavy Industry, etc - Holding) District;
- (i) That the "K" (Heavy Industry, etc.) District regulations, as contained in Section 17 of Zoning By-law No. 6593, applicable to Blocks "6", be modified to include the following variance as a special requirement: **AMENDED.**

- (i) That notwithstanding Section 17(1), a tallow rendering plant will not be permitted.
 - (j) The amending By-law be added to Section 19B of Zoning By-law No. 6593 as Section S-1450, and that the subject lands on Zoning District Maps E-70, E-80, E-80a, E-80b and E-80c be notated S-1450;
 - (k) That Corporate Counsel be authorized and directed to prepare a By-law to amend Zoning By-law No. 6593 and Zoning District Maps E-70, E-80, E-80a, E-80b and E-80c for presentation to City Council; and,
- C. That the proposed changes and modification in zoning will be in conformity with the Official Plan for the City of Hamilton upon approval of Official Plan Amendment No. 167 by the Regional Municipality of Hamilton-Wentworth.

5. ZAC-00-01 and ZAR-98-33 – 330 and 342 Dundurn St. South (PDC00154)

That approval be given to Zoning Application 00-01, 1242324 Ontario Inc. Dominic Occhionorelli, owner, for a further modification to the established "H" (Community Shopping and Commercial, etc.) District, to permit a Seniors Residential Care Facility to accommodate ninety (90) senior citizens within the existing building, for the property located at 330 and 342 Dundurn Street South, as shown on the attached map marked as Appendix "E", on the following basis:

- (a) That the "H" (Community Shopping and Commercial, etc.) District regulations as contained in Section 14 of Zoning By-law 6593, as amended by By-law 98-280, be modified as follows:
 - (i) That Section 1.(a) of Zoning By-law 98-280 be repealed in its entirety and replaced with the following:

"1.(a) notwithstanding Section 14. (1)(iib) of Zoning By-law No. 6593, the following use shall be permitted:

 - (i) a senior citizens "Residential Care Facility" for the accommodation of a maximum of ninety (90) persons within three floors of the building;
 - (ii) for the purposes of this By-law, a senior citizens "residential care facility" means a residential care facility within which all residents are at least 60 years of age or older and do not require probationary or custodial care

governed by the terms of any court or parole board, or treatment and rehabilitation from drug and alcohol abuse, and;

- (iii) that Section 14. (7) of zoning By-law No. 6593, shall not apply to the subject lands;"
- (b) That Section 2.(a) of Zoning By-law 98-280 be amended by deleting the words "lodging house" and replacing it with "Senior Citizens Residential Care Facility";
- (c) That the amending by-law be added to Section 19B of Zoning By-law No. 6593 as Schedule S-1415a, and that the subject lands on Zoning District Map W-24 be notated S-1415a.
- (d) That Corporate Council be authorized and directed to prepare a By-law to amend Zoning By-law No. 6593, as amended by By-law 98-280, and Zoning District Map W-24, for presentation to City Council.
- (e) That this proposed modification in zoning is in conformity with the Official Plan for the Hamilton Planning Area.
- (f) That the subject lands be redesignated on the approved Kirkendall North Neighbourhood Plan from "Medium Density Apartments" to "Civic and Institutional" upon finalization of the implementing By-law.

Recorded vote.

YEAS: Mayor Morrow, Aldermen Caplan, Horwath, Corsini, Morelli, Haining, Copps, Wilson, Collins, Charters, Anderson, Kelly, D'Amico, O'Sullivan. -14.

NAYS: Alderman Kiss -1.

CARRIED.

6. Downtown Hamilton Community Improvement Plan/Expanded Area of Downtown Community Improvement Plan area (PD00138A)

- (a) That the expanded area for the Downtown Hamilton Community Improvement Project Area be designated as attached hereto and marked as Appendix "F";
- (b) That Corporate Counsel be authorized and directed to prepare the requisite By-law for (a) above;
- (c) That the Downtown Hamilton Community Improvement Plan for the expanded area of the Downtown Hamilton Community Improvement Project Area, as attached hereto and marked as Appendix "G", be

adopted in order to implement various incentive/loan programs to property owners;

- (d) That the Downtown Hamilton Community Improvement Plan for the expanded area of the Downtown Hamilton Community Improvement Project Area be submitted to the Ministry of Municipal Affairs and Housing for approval; and,
- (e) That Corporate Counsel be authorized and directed to prepare the requisite By-law for (c) above.

7. Cash-in-Lieu of Parking Application- CPL-00-02, 151 Emerson (PDC00150)

That the amended application by Theresia Lulgjuraj for the building at 151 Emerson Avenue, as shown on the attached map marked as Appendix "H", for the payment of Cash-in-lieu for six (6) parking spaces be denied for the following reasons:

- (a) The Parking Services Section of the Public Works & Traffic Department has no plans to establish municipal parking in the immediate vicinity of the proposal.
- (b) The demand for commercial parking will result in spill-over parking into the adjacent residential area.
- (c) Planning and traffic objectives are not satisfied.

8. ZA-00-11, Request for the Removal of the Holding Zone for Lands Located at 1088-1188 Upper Paradise Road– (PDC00155)

- (a) That approval be given to Zoning Application ZAR-00-11, Visplar Holdings Ltd., owner, for the removal of the 'H' (Holding) symbol provision under Section 36 of the Planning Act to allow for the development of the subject lands for 7 lots for single detached dwellings for lands located south of Richview Drive and west of Upper Paradise Road and known municipally as 1088 – 1188 Upper Paradise Road, as shown on the attached map marked as Appendix "I"; and,
- (b) That the Director, Land Development Department, be authorized and directed to prepare a By-law, in a form satisfactory to the Corporate Counsel, to amend Zoning By-law No. 6593, as amended by By-law No. 98-210, and Zoning District Map W-3 for presentation to City Council.

9. Application for Demolition- 28-32 James Street South

That the Acting Building Commissioner be requested not to issue a demolition permit for 28-32 James Street South for a two week period in order that the Planning and Development Committee investigate alternative options to demolition.

10. Bills:

That the following Bills be adopted, signed, sealed and enrolled as By-laws:

- (a) C-061 A By-law to Amend Zoning By-law No. 6593 as Amended By Zoning By-law No. 98-210 respecting lands located at Municipal Nos. 1088-1188 Upper Paradise Road.
- (b) C-062 A By-law to Amend Zoning By-law No. 6593 respecting lands located to the rear of Municipal No. 1472 Upper Gage Avenue.
- (c) C-063 A By-law to Amend Zoning By-law No. 6593 respecting lands located to the rear of Municipal No. 148 Rymal Road East.
- (d) C-064 A By-law to Adopt Official Plan Amendment No. 167 Respecting Lands and Water Located West of Eastport Drive and South of Pier 25 (Windermere Basin).
- (e) C-065 A By-law to Amend Zoning By-law No. 6593 Respecting Lands Located West of Eastport Drive, South of Pier 25 Known as Windermere Basin.
- (f) C-066 A By-law to Extend By-law No. 99-160 Respecting Land Within the "Wellington Estates, Phase 1" Subdivision, Plan 62M-885 and "Allison Estates, Phase 4" Subdivision, Plan 62M-823 from Part Lot Control.
- (g) C-067 A By-law to Extend By-law No. 98-226, as amended by By-law No. 99-130 Respecting Land Within the "Wisemount Estates, Phase 9" Subdivision, Plan 62M-836 from Part Lot Control.
- (h) C-068 A By-law to Confirm the Proceedings of the Council of the Corporation of the City of Hamilton. **ADDED.**

11. Proposed Agreement for the Auchmar Buchanan Estate (PDC99098(E))

- (a) That the Agreement of Purchase and Sale, duly executed on June 18, 1999, by the purchaser, 1333786 Ontario Ltd., and the vendor, Cervarano Developments Ltd. and V & R Investments Inc., which

agreement was assumed by the City of Hamilton on October 22, 1999, for the lands known as Part Lot 15, Concession 4, former Barton Township, City of Hamilton and consisting of approximately 3.55 acres, be amended by further extending the closing date of this transaction from September 28, 2000 to on or before November 3, 2000. All other terms and conditions contained in the Agreement of Purchase and Sale to remain the same and that time remains of the essence.

- (b) That the date for entering into an Agreement for the entire Auchmar property, as approved by the Planning and Development Committee at its meeting on May 18, 2000, be further extended from September 22, 2000 to on or before November 1, 2000. All other terms and conditions contained in the May 18, 2000 recommendation to remain the same and that time remains of the essence.
- (c) That Corporate Counsel be authorized and directed to take the appropriate action in dealing with this matter. **ADDED.**

FOR THE INFORMATION OF CITY COUNCIL:

- (a) **Declarations of Interest (Item 1)**

None declared.

- (b) **Adoption of Minutes – August 9, 2000 (Item 3.1)**

The Minutes of the meeting held August 9, 2000 were adopted.

- (c) **ZAR-00-23 – Rear of 148 Rymal Rd. East (PDC00148) (Item 2.1)**

The Chairman advised that, as per the Planning Act, the Ontario Municipal Board has the authority to dismiss any appeal of a person not presenting an oral statement or written statement at the Public Hearing.

Angelo Cameracci was present in support of the recommendation on behalf of the applicant.

Paul Mallard gave a brief overview of the staff report. Of 83 notices circulated, 4 replied in favour and 0 opposed.

(d) **ZAR-00-24 – 158-166 Stone Church Rd. West (PDC00149) (item 2.2)**

The Chairman advised that, as per the Planning Act, the Ontario Municipal Board has the authority to dismiss any appeal of a person not presenting an oral statement or written statement at the Public Hearing.

Al Fletcher of A.J. Clarke and Associates was present in support of the recommendation on behalf of the applicant.

Paul Mallard gave a brief overview of the staff report. Of 69 notices circulated, 4 replied in favour and 1 opposed.

(e) **Official Plan Amendment and ZA-00-25 - Lands Located East of Lake Avenue North and South of Strawberry Drive (PDC00153) (Item 2.3)**

The Chairman advised that, as per the Planning Act, the Ontario Municipal Board has the authority to dismiss any appeal of a person not presenting an oral statement or written statement at the Public Hearing.

Al Fletcher of A.J. Clarke and Associates was present in support of the recommendation on behalf of the applicant.

Paul Mallard gave a brief overview of the staff report. Of 62 notices circulated, 3 replied in favour and 1 opposed.

(f) **Official Plan Amendment and City Initiative 98-C, for Windermere Basin (PDC00147) (Item 2.4)**

The Chairman advised that, as per the Planning Act, the Ontario Municipal Board has the authority to dismiss any appeal of a person not presenting an oral statement or written statement at the Public Hearing.

Caroline Floroff gave a brief overview of the staff recommendation citing that there requires further clarification on Block "9" to ensure that it meets the appropriate intent of the agreement between the City of Hamilton and the Hamilton Harbour Commissioners and to ensure that the boundaries are correct. The public meeting was advertised in the Spectator and one response was received from the Hamilton Harbour Commissioners regarding clarification of location and use of Blocks 8 and 9.

Alderman Charters felt that the recommendation be forwarded as is, and that the by-law be redrafted accordingly when the new information is received.

In response to a question from Alderman Copps, Caroline Floroff noted the City is waiting for a decision from the Ontario Municipal Board decision to determine if the City's draft By-law regarding rendering plants in the "K" and "KK" districts will be approved.

An amendment was placed on the floor and carried as follows:

"That reference to rendering plans in the "K" zones as it applies to Blocks "6" and "9" of the draft by-law for Windermere Basin be deleted".

The Main motion was subsequently carried as amended.

Subsequently the Committee directed as follows:

- "(a) That staff be directed to follow-up on the original terms of the agreement between the City of Hamilton and the Hamilton Harbour Commissioners regarding deleting animal rendering plants as a permitted use on all lands owned by the Hamilton Harbour Commissioners zoned "K" and "KK"; and,
 - (b) That staff review the ownership of the entire lands including Block "9".
- (g) **ZAC-00-01 and ZAR-98-33 – 330 and 342 Dundurn St. South (PDC00154) (Item 2.5)**

The Chairman advised that, as per the Planning Act, the Ontario Municipal Board has the authority to dismiss any appeal of a person not presenting an oral statement or written statement at the Public Hearing.

Joe Merca of 13 Russet Court, Stoney Creek and Dominic Occhionorelli of 336 Shaver Road, Ancaster, proponents were present in support of the recommendation.

Paul Mallard gave a brief overview of the staff report. Of 92 notices circulated, 3 replied in favour and 0 opposed.

In response to a question from Alderman Copps, Paul Mallard advised that parking provided will exceed the requirements.

In response to a question from Alderman Kiss, P. Lampman explained that an application to the Building Code Commission was made in order to permit the building for use as a residential care facility, even though

the building is made of combustible materials whereas not combustible is required. The applicants have since withdrawn their request since they have reduced the level of care at the facility.

* Alderman Copps was opposed to the main motion.

(h) **Downtown Hamilton Community Improvement Plan/Expanded Area of Downtown Community Improvement Plan area (PD00138A) (Item 2.6)**

The Chairman advised that, as per the Planning Act, the Ontario Municipal Board has the authority to dismiss any appeal of a person not presenting an oral statement or written statement at the Public Hearing.

Bill Janssen gave a brief overview of the staff report. He explained that approval will be subject to the Province.

Mary Pocius of the International Villages was present in support of the expansion especially as it relates to linkages with the waterfront.

S. Manchia of Planning and Engineering Initiatives was present to request that buildings outside the boundaries be considered on a site-specific basis.

Alderman Corsini declared an interest by virtue of his ownership of property within the area.

Alderman Eisenberger requested and the Committee concurred that staff investigate further expanding the area from the escarpment to the waterfront.

In response to a question Lee Ann Coveyduck advised that they are anticipating more applications within this area in the near future.

Alderman Caplan suggested that the area be further expanded for a one-year period.

Alderman Charters suggested that it would not be appropriate to further expand beyond the boundaries as set before them.

- (i) **Request for a Neighbourhood Plan Amendment – Changes to the Proposed Road Pattern in the North-East Quadrant of the Gourley Neighbourhood Plan (P5-2-53) (PDC00156) (recircularized for October 4 meeting) (Item 2.7)**

As a result of an error in the circularization, the Committee tabled this matter to come before it again at its meeting of October 4, 2000.

- (j) **Cash-in-Lieu of Parking Application- CPL-00-02, 151 Emerson (PDC00150) (Item 4.1)**

The Committee resolved that the request of the proponents to speak before the matter be approved.

A submission was received from Jean Harmes of 171 Emerson Street.

Mr. Pinelli, Solicitor, and Mike Lulgjuraj, owner were present to speak on the matter.

Mr. Pinelli advised that the establishment is a neighbourhood restaurant of which 95% of the clientele are McMaster students who walk to the establishment. They have requested 24 additional seats and require 6 additional parking spaces as a result. Mr. Pinelli suggested that Committee review the Committee of Adjustment decision of 1993 and also stated that precedents have been set regarding cash in lieu for the Second Cup and the West Town Bar and Grill.

Barb Bloemhof of 119 Emerson Street was present in support of the staff recommendation to deny based on noise parking, traffic and disruptions caused by the establishment. She stated that the Ontario Municipal Board has made a sound decision regarding this establishment and that further seating should not be permitted.

Phyllis Tresidder of 114 Arnold Street and Chairperson of the Ainsliewood residents association was present in support of the denial. She stated that a multiple Neighbourhood plan review is being conducted in the West End which will be proactive as opposed to reactive. She felt that the indulgence of a business should not be placed before the neighbourhood.

Alderman Caplan stated that Emerson Street is a residential enclave and is not similar to other business's which have been granted cash in lieu of parking.

(k) **Information Item (Item 4.3)**

That the following Information Item as previously distributed to Members of the Planning and Development Committee be received:

Corporate Counsel re: Wesley Centre- 195 Ferguson Avenue North (PD99088G) dated September 14, 2000.

(l) **Waiving of Fees for derelict Buildings (referral from Council)(Item 5.1)**

Lee Ann Coveyduck advised that this issue will be incorporated in the neighbourhood plans.

Alderman Haining was concerned that we are lacking initiatives regarding this issue.

A discussion ensued regarding Brownfield development and Alderman Charters and Alderman Horwath advised that progress is being made and there will soon be initiatives.

Lee Ann Coveyduck added that Hamilton has requested to be a pilot project for any initiatives the province or federal government brings forward.

The Committee received the report.

(m) **Application for Demolition, 28-32 James Street South (Information Report) (PDC00159) (Item 5.2)**

A discussion ensued regarding whether or not the City is obligated to issue a demolition permit.

Alderman Horwath suggested that the property be considered as part of the transportation master plan to be used as a bus terminus. She added that it will also be a good pedestrian link and it may also be a location where bathrooms can be provided.

Alderman Corsini, Alderman Copps and the Mayor were adamantly opposed to the demolition of the building.

Don Hall of the HSR explained that this may be a viable site for the expansion of the MacNab Street Bus Terminus. He added that there have been examples whereby transportation has revitalized downtown cores.

The Committee adjourned into closed session to receive legal advice and reconvened immediately thereafter with no report.

After discussion the Committee resolved as follows:

- "(a) That the matter be tabled in order that all efforts be made to find an alternative solution to the problem (to come back to Planning and Development Committee in two weeks); and,
- (b) That in the interim, the Acting Building Commissioner be requested not to issue a demolition permit for 28-32 James Street South."

(n) **Application for Demolition, 723 Rymal Road West (PDC00161) (information Report) (Item 5.3)**

Paul Mallard gave the background to this report stating that the position was that an official plan amendment and amendment to the site plan were needed.

Sergio Manchia attended with Joe Kutlesa and stated for the record that the Gage in Gage House is not the same Gage as the Gage Park people - simply a farmer named Gage who owned the house. Mr. Manchia explained that the original proposal for the house had proved to not be financially feasible and incompatible with the neighbours. They had tried in good faith to explore all avenues. He was asking for an amendment to OPA 158 to allow for the clause referred to in the report to be removed.

Mr. Manchia stated that he had been approached by a cardiology company to occupy the site but was concerned that there may not be adequate parking. Therefore, in order to accommodate them he was asking that Council consider the demolition as this would allow specialized use.

The Chairman stated that because of the medical circumstances and the need for such a facility, he felt the public should be asked for opinions. Response to be received in 21 days and have a special meeting prior to Council. He said he would abide by what the community says. He believed it was a site worthy of keeping as it is part of the heritage of the mountain and would like a delay to receive resident's comments. The Mayor concurred.

Lee Ann Coveyduck stated that a demolition permit cannot be issued until an Official Plan Amendment is granted.

(o) OTHER BUSINESS

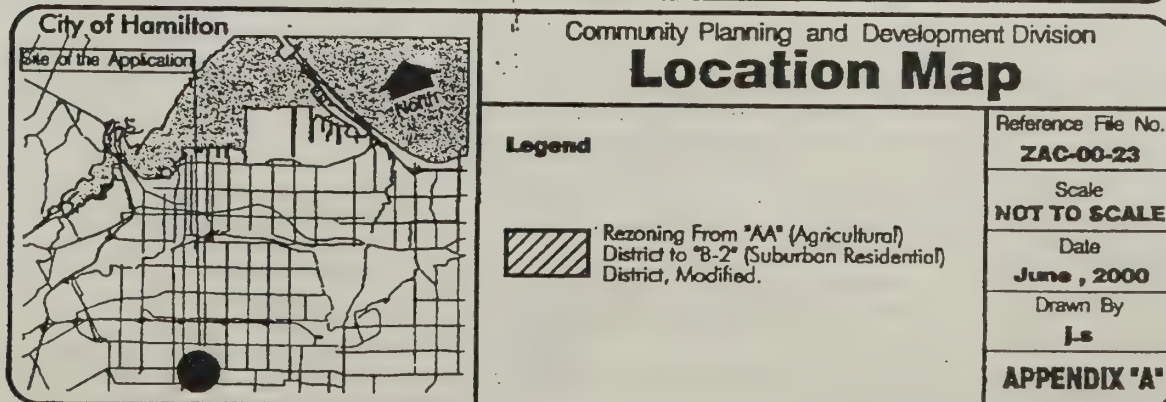
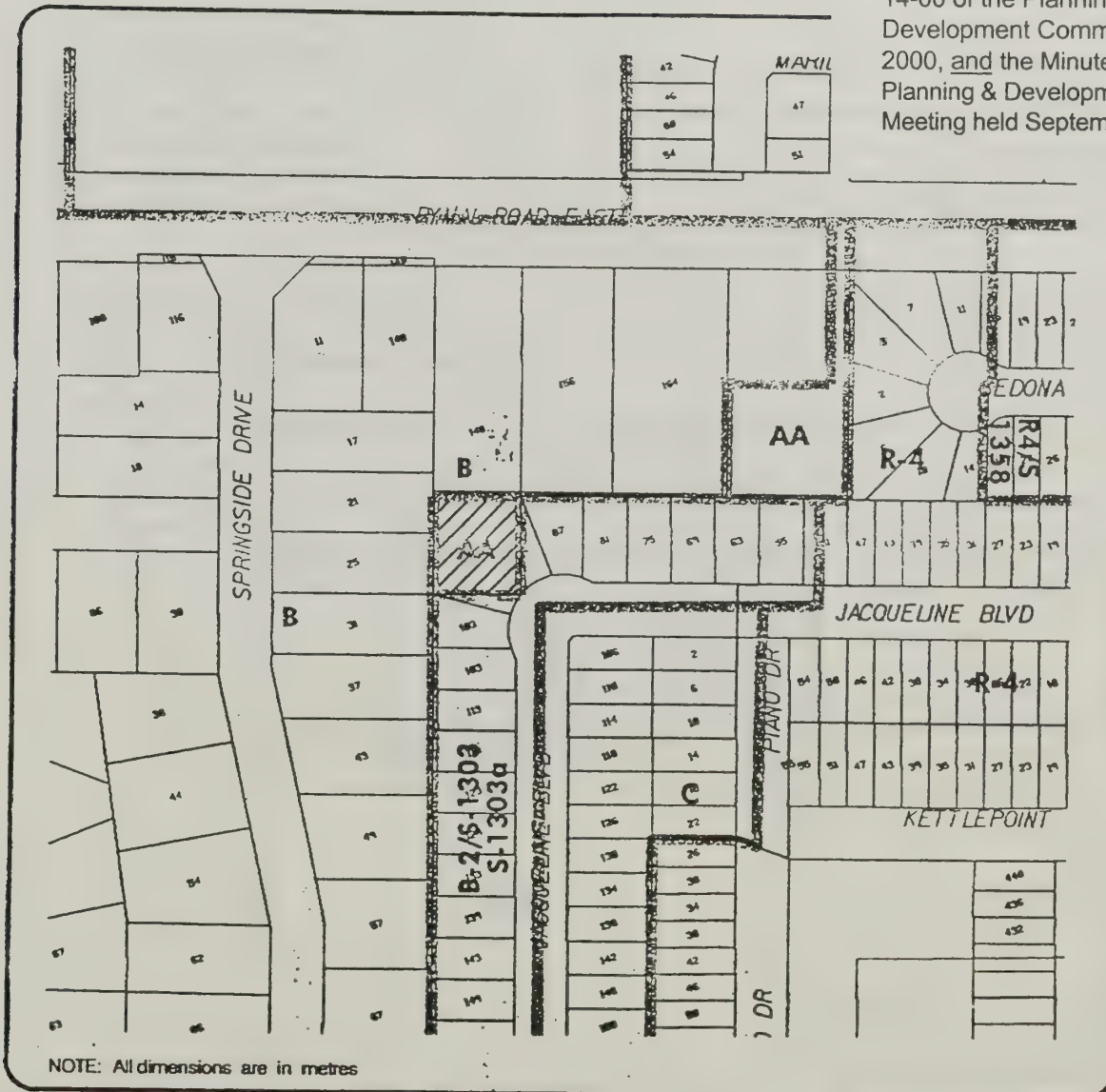
- (i)** The Committee adjourned into closed session to receive an information report regarding litigation and reconvened immediately thereafter with no report.

Note: The meeting of the Planning and Development Committee adjourned at 12:15 p.m.

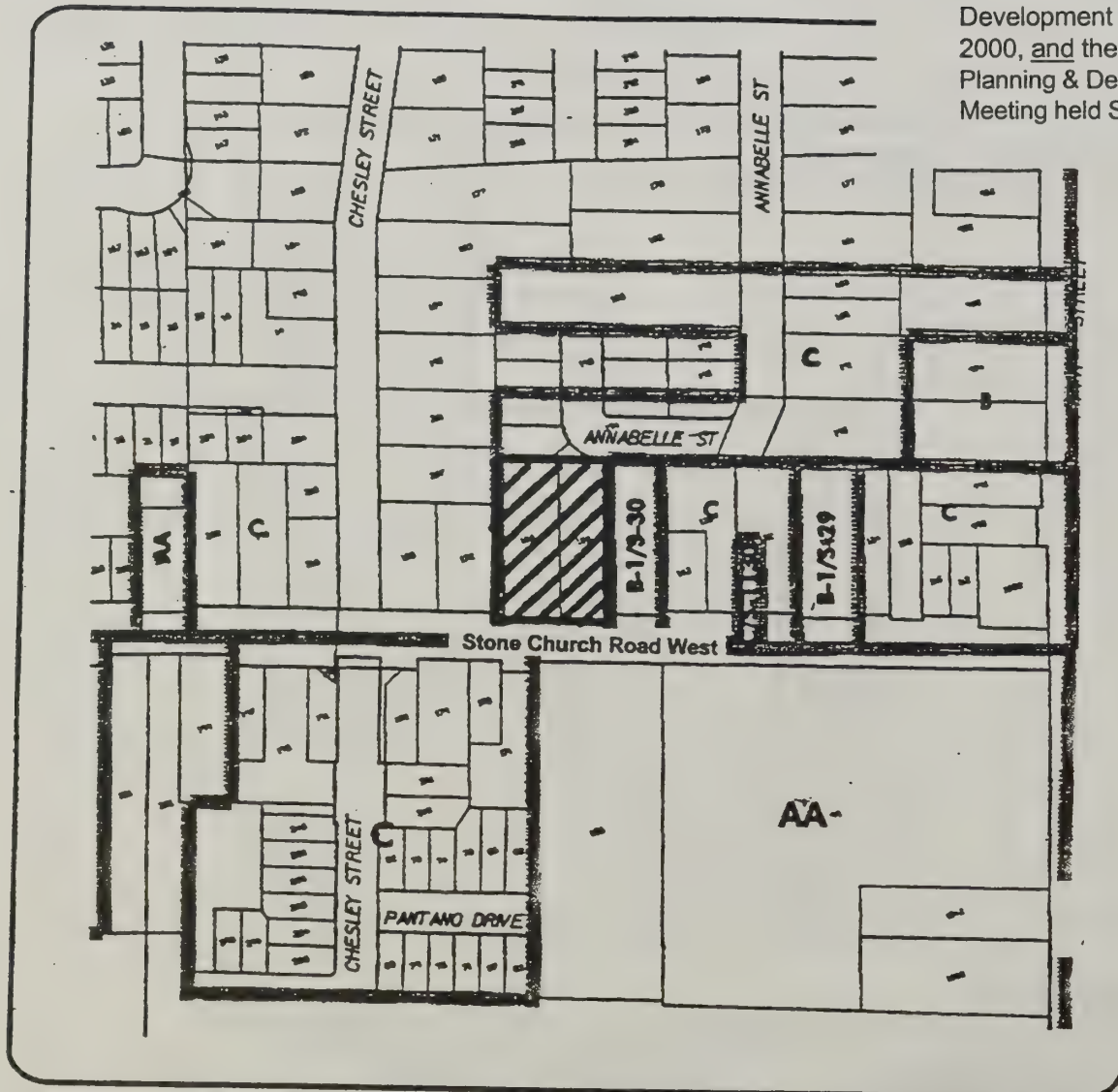
**Alderman F. D'Amico, Chairperson
Planning and Development Committee**

**Tina Agnello, Legislative Assistant
September 20, 2000**

Appendix "A" referred to in Section 1 of Report 14-00 of the Planning & Development Committee for 2000, and the Minutes of the Planning & Development Committee Meeting held September 20, 2000.

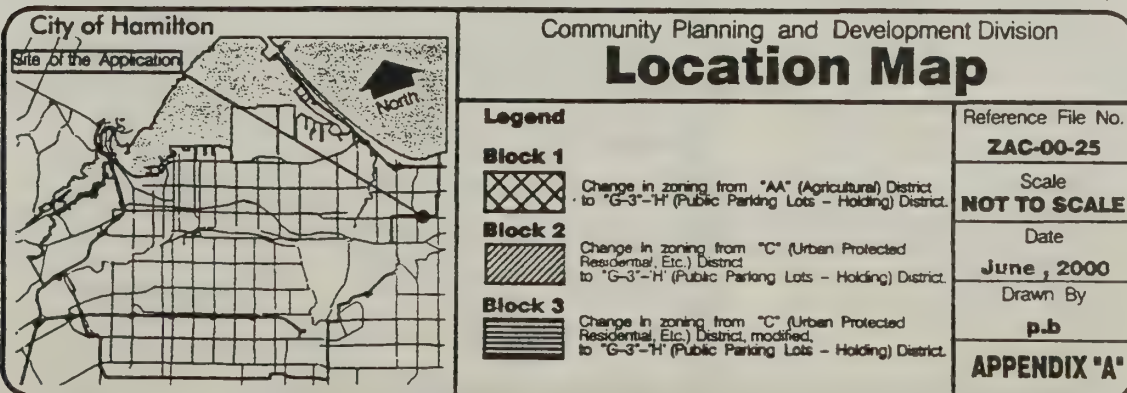
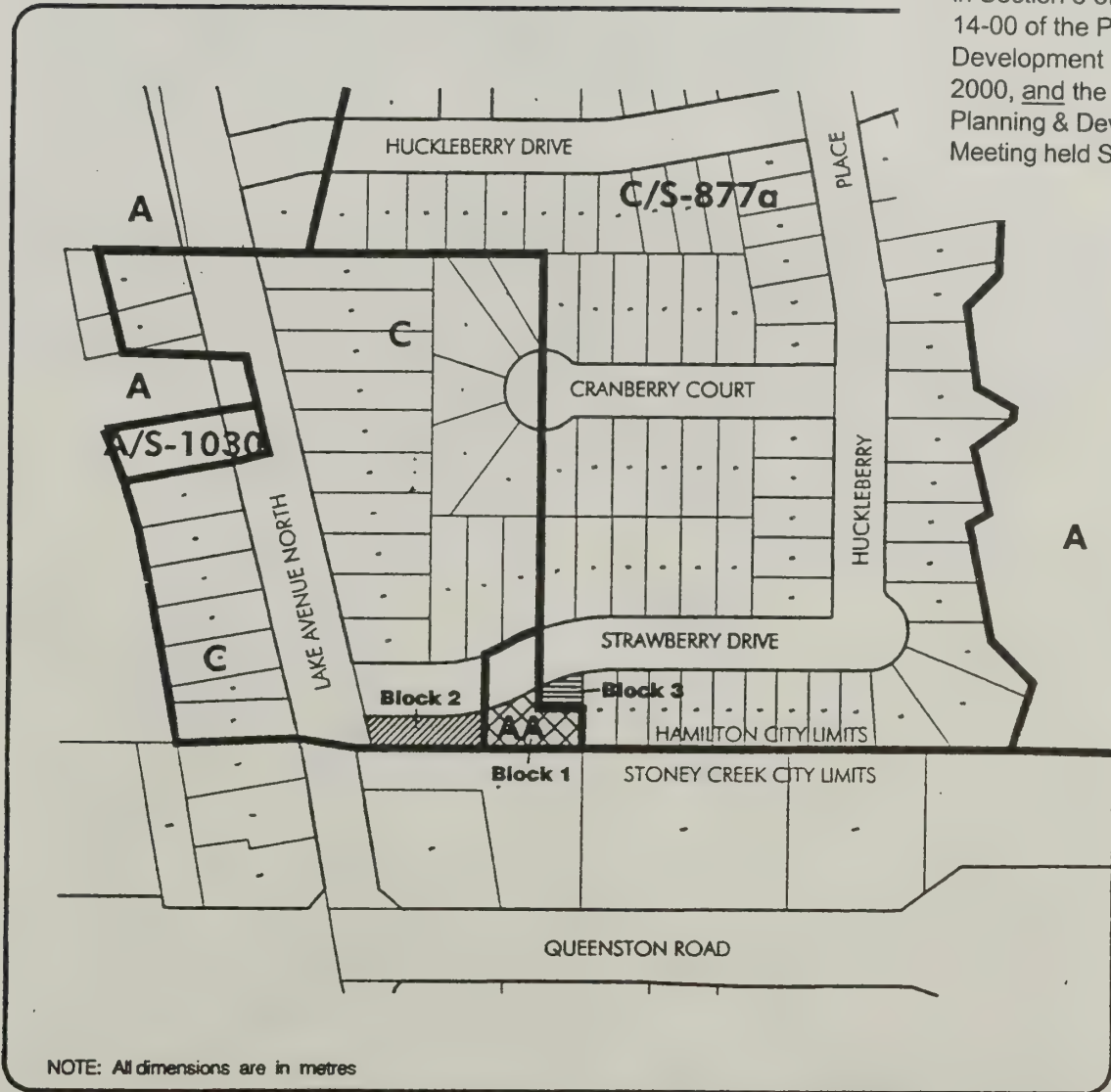


Appendix "B" referred to in Section 2 of Report 14-00 of the Planning & Development Committee for 2000, and the Minutes of the Planning & Development Committee Meeting held September 20, 2000.

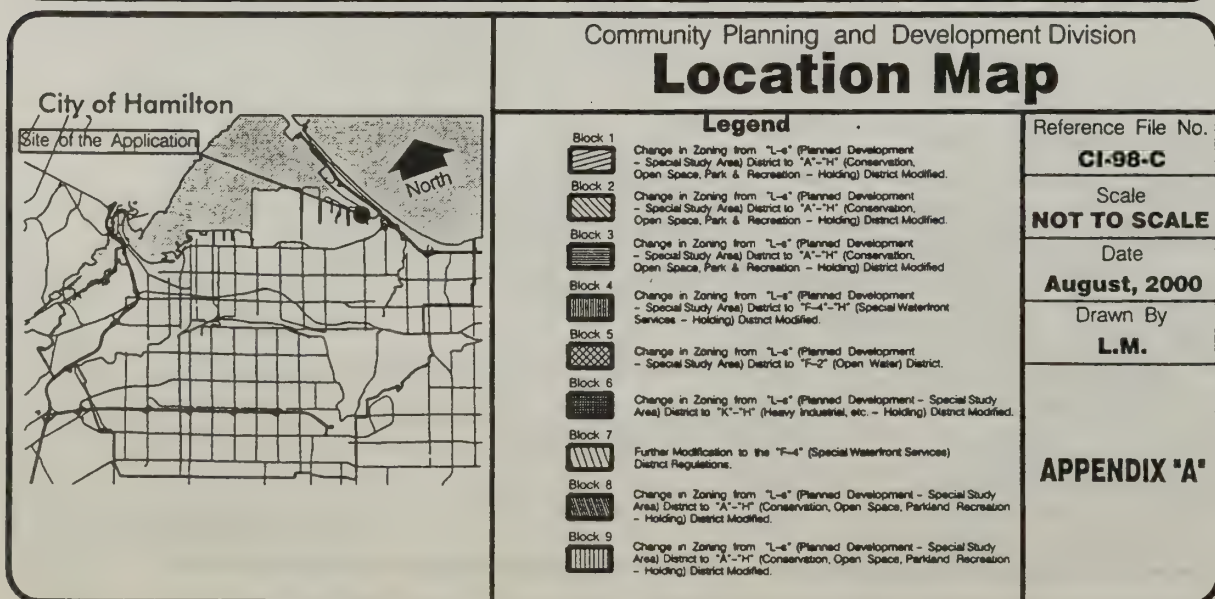
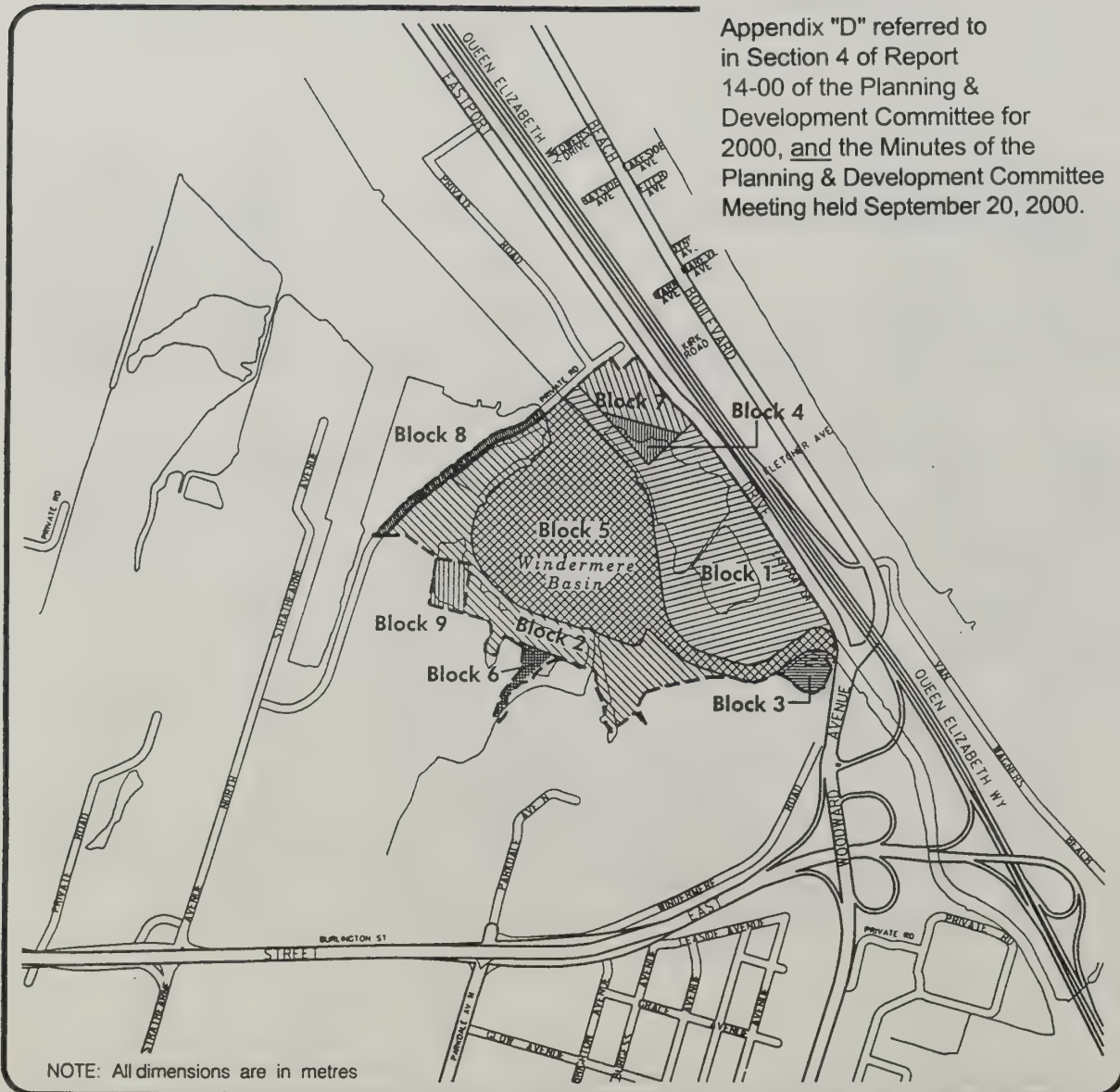


City of Hamilton Site of the Application	COMMUNITY PLANNING AND DEVELOPMENT DIVISION Location Map	
	Legend	
	Change in zoning:	
	from "AA" (Agricultural) District to "C" (Urban Protected Residential, etc.) District	
	Reference No: ZAR-00-24	
Scale: Not to Scale		Date: JUNE 2000
Technician: D.L.		

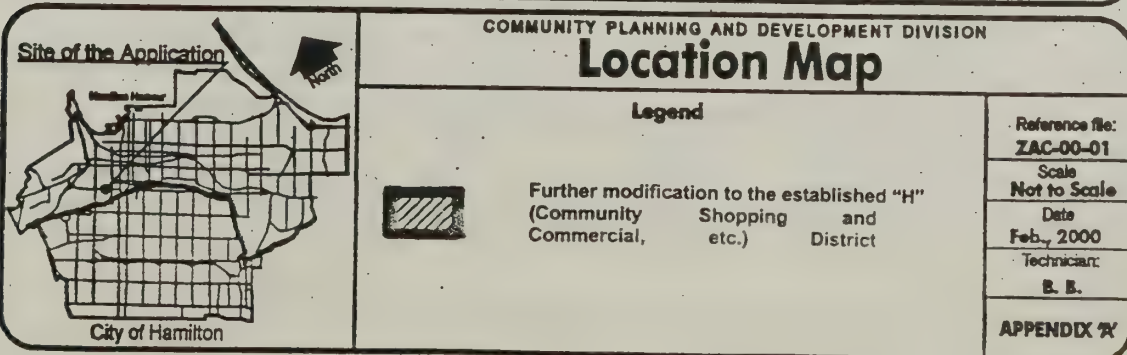
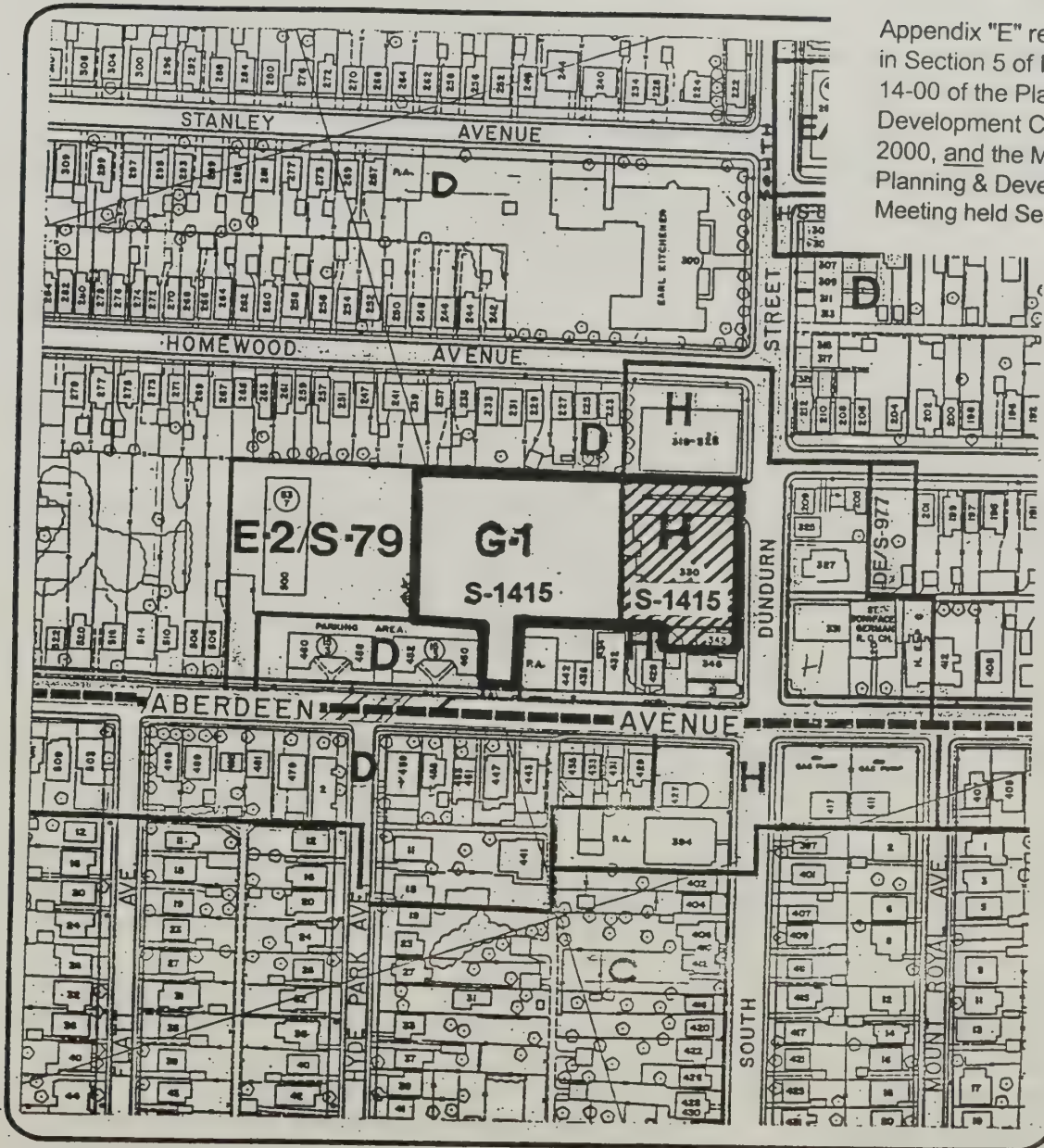
Appendix "C" referred to in Section 3 of Report 14-00 of the Planning & Development Committee for 2000, and the Minutes of the Planning & Development Committee Meeting held September 20, 2000.

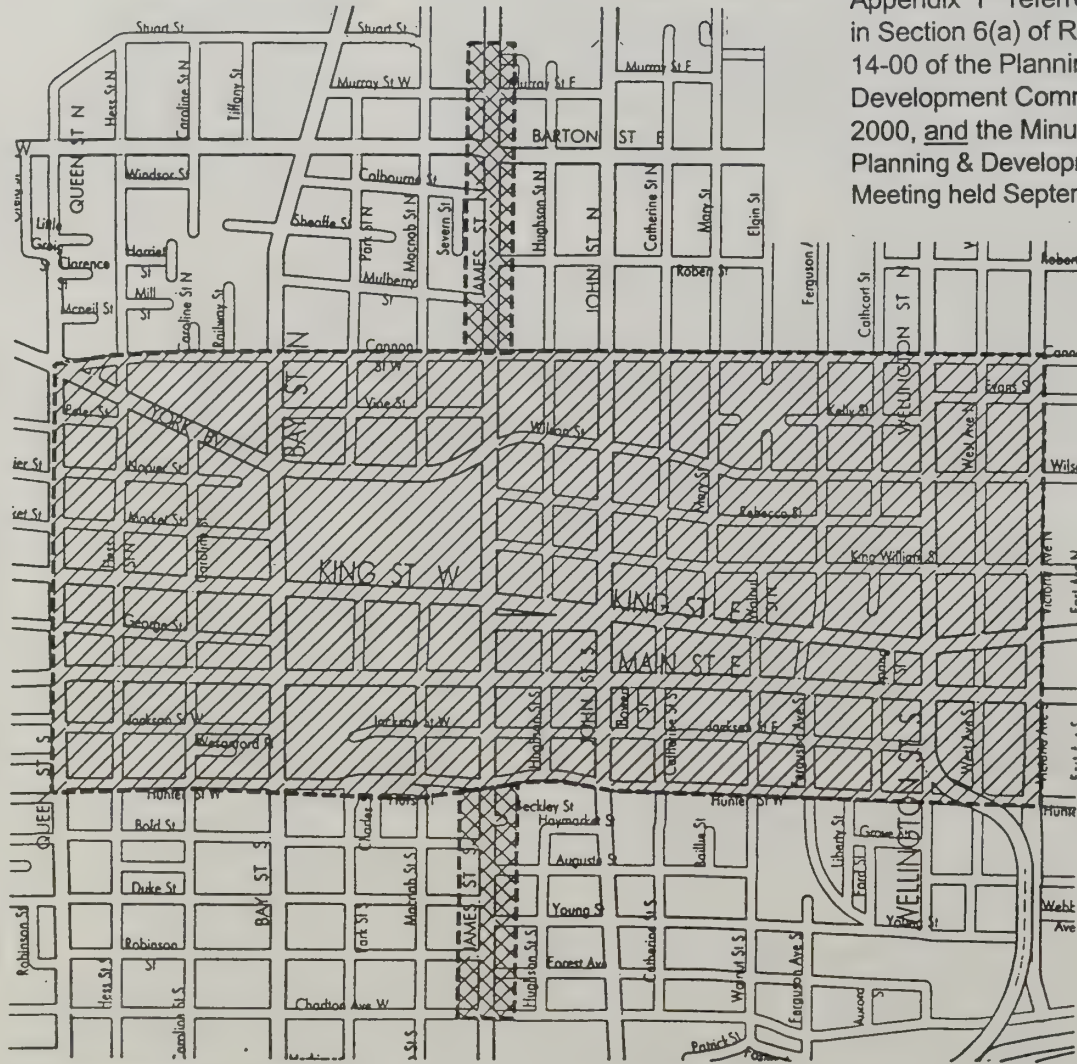


Appendix "D" referred to in Section 4 of Report 14-00 of the Planning & Development Committee for 2000, and the Minutes of the Planning & Development Committee Meeting held September 20, 2000.

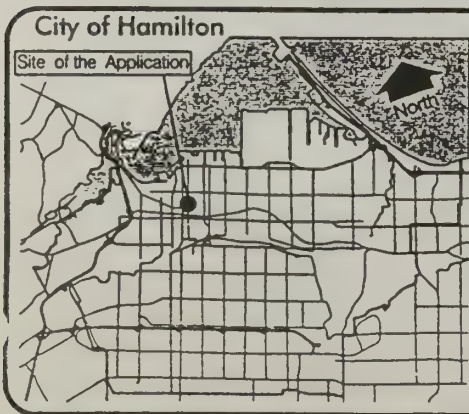


Appendix "E" referred to in Section 5 of Report 14-00 of the Planning & Development Committee for 2000, and the Minutes of the Planning & Development Committee Meeting held September 20, 2000.





Appendix "F" referred to in Section 6(a) of Report 14-00 of the Planning & Development Committee for 2000, and the Minutes of the Planning & Development Committee Meeting held September 20, 2000.



Downtown Hamilton Community Improvement Project Area Boundary Expansion

Legend

-  Current Downtown Hamilton Community Improvement Project Area Boundary
-  Expanded Downtown Hamilton Community Improvement Project Area Boundary

Reference File No.
CITYBASE-CIPA-A
Scale
NOT TO SCALE
Date
Aug. 17, 2000
Drawn By
LM
APPENDIX "A"

APPENDIX "B"

**THE DOWNTOWN HAMILTON
COMMUNITY IMPROVEMENT PLAN
FOR THE EXPANDED AREA OF THE
DOWNTOWN HAMILTON
COMMUNITY IMPROVEMENT PROJECT AREA**

Appendix "G" referred to in Section 6(c) of Report 14-00 of the Planning & Development Committee for 2000, and the Minutes of the Planning & Development Committee Meeting held September 20, 2000.

PREFACE:

The Downtown Hamilton Community Improvement Plan (CIP) was established by By-law 97-140 and approved by the Minister of Municipal Affairs and Housing. The Plan was subsequently amended by By-laws 98-122, 98-212 and 98-289.

The geographic area of the Downtown Hamilton Community Improvement Project Area (CIPA) was originally established by By-law 96-188. By-Law 00- has further enlarged the CIPA.

PURPOSE:

This Community Improvement Plan is intended to apply to the expanded geographic of the Downtown Hamilton Community Improvement Project Area as set out in By-law 00- and is shown on Appendix "A".

The Downtown Hamilton Community Improvement Plan focuses on rehabilitation, updating existing facades and interiors and encouraging the provision of new residential dwelling units through the provision of grants and loans.

This Community Improvement Plan does not replace the existing Community Improvement Plan for the geographic area delineated by both By-laws 96-188 and 00- .

RATIONALE FOR THE EXPANDED AREA:

A vibrant downtown is key to the current and future well-being of the residents and business community of the City of Hamilton. Through various initiatives established by the City of Hamilton, there is an increasing private sector interest in redevelopment opportunities in Downtown Hamilton. It is important to maintain this interest and promote new investment by adjusting the Community Improvement Project Area boundary to encompass both sides of James Street north from Cannon Street to the former CN Rail Station and south from Hunter Street to St. Joseph's Hospital.

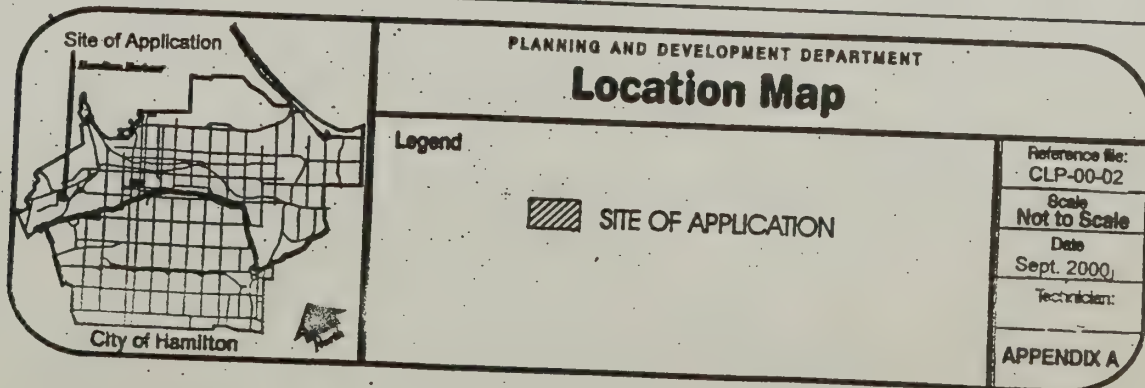
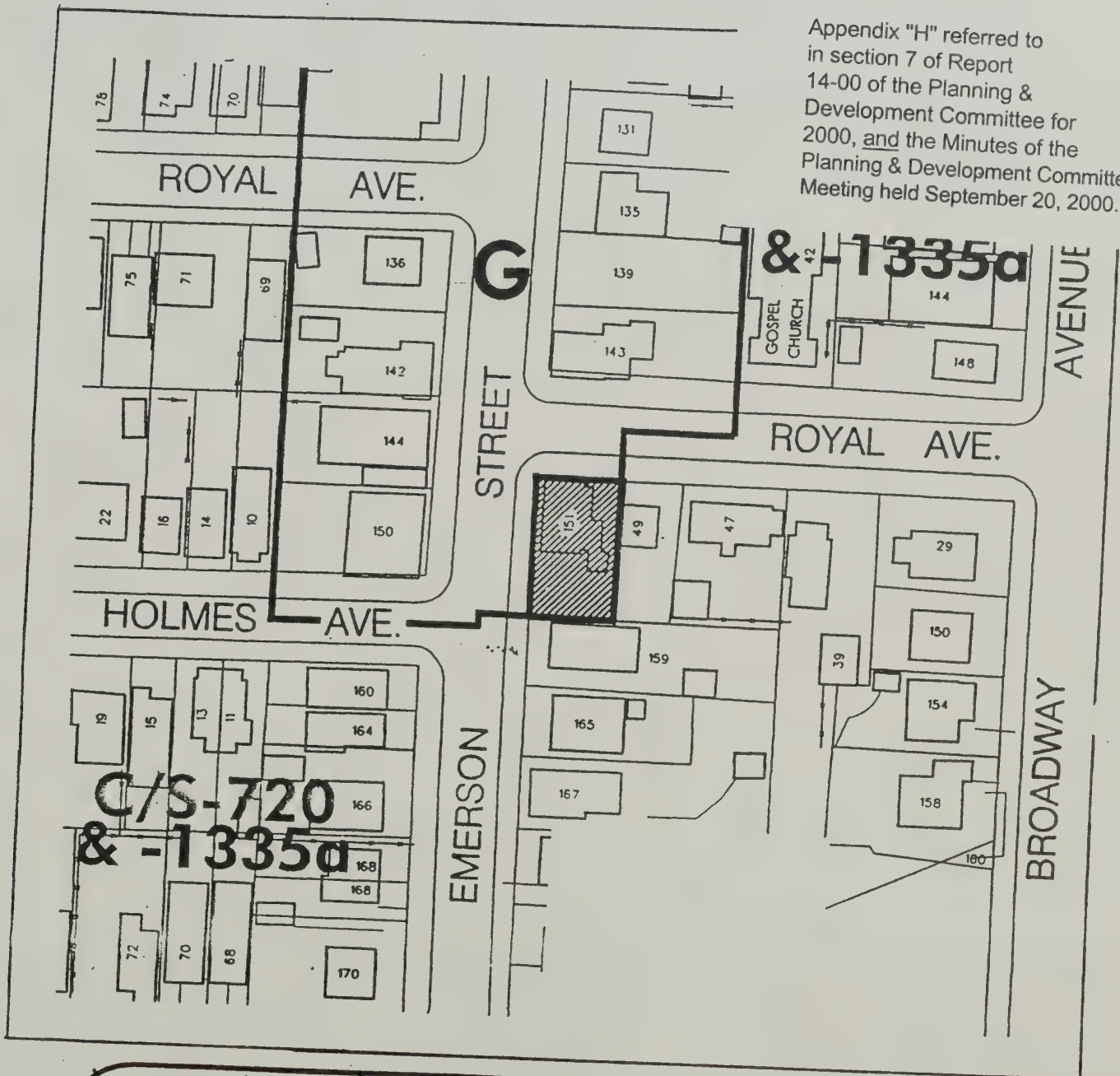
- 2 -

This expansion is warranted for the following reasons:

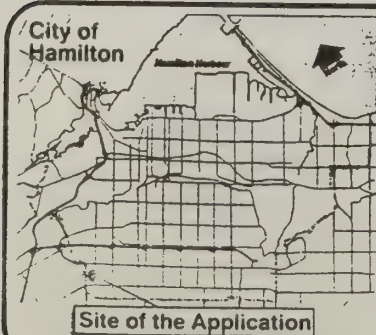
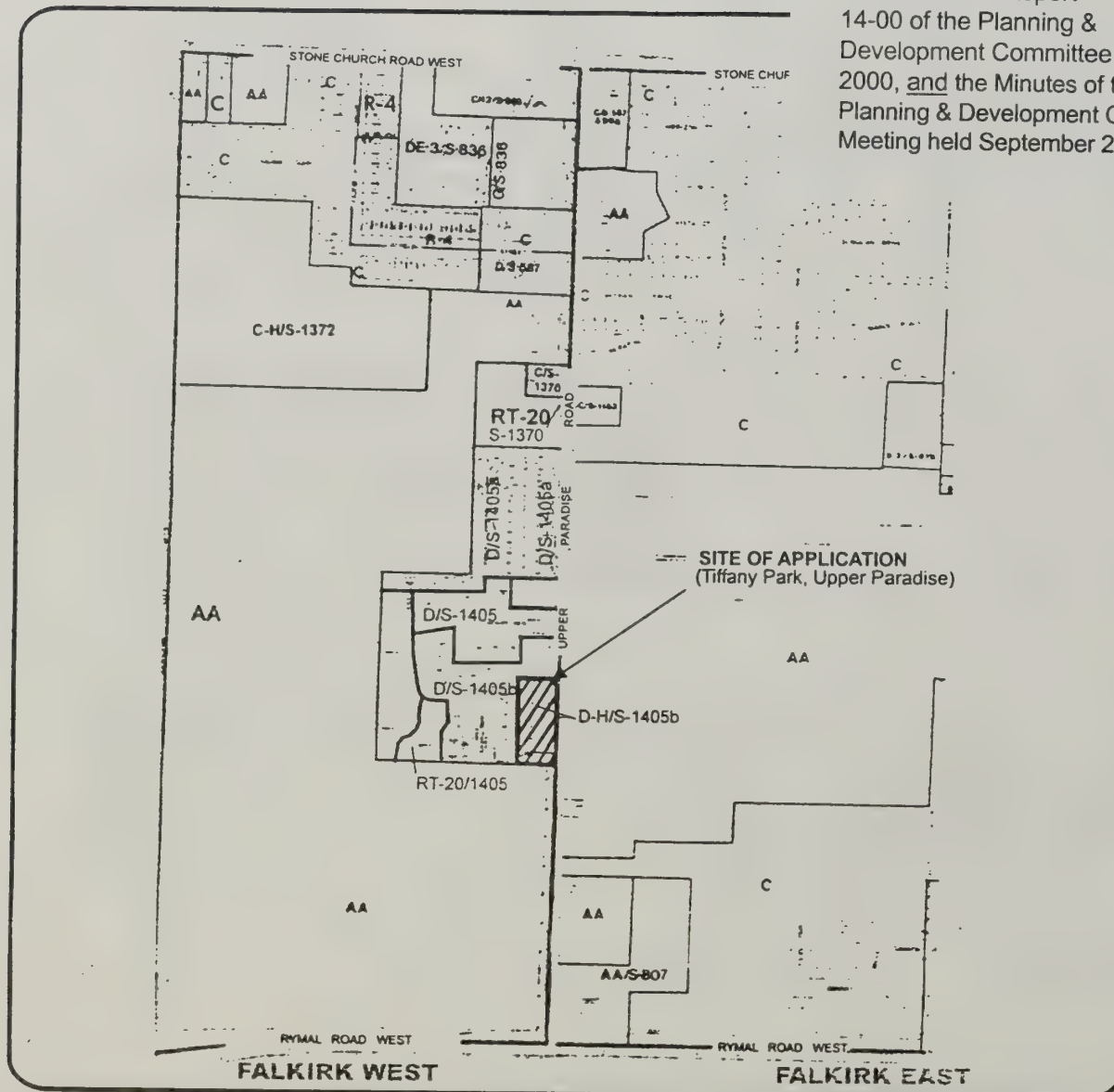
- It recognizes the linear characteristics of the higher order land uses that have existed for many years in Downtown Hamilton;
- It focuses potential revitalization initiatives between two community landmarks to maintain a cohesive identity for Downtown Hamilton; and,
- James Street continues to function as the key north-south arterial spine of Downtown Hamilton.

Co-incident with this expansion of Community Improvement Plan boundaries, it is the intent of the Council of the City of Hamilton to revise eligibility criteria for the existing Convert to Rent Loan program as it applies to the entire Downtown Hamilton Community Improvement Plan Project Area, as amended.

Appendix "H" referred to in section 7 of Report 14-00 of the Planning & Development Committee for 2000, and the Minutes of the Planning & Development Committee Meeting held September 20, 2000.



Appendix "I" referred to in Section 8 of Report 14-00 of the Planning & Development Committee for 2000, and the Minutes of the Planning & Development Committee Meeting held September 20, 2000.



COMMUNITY PLANNING AND DEVELOPMENT DIVISION

Location Map



Site of Application
(Tiffany Park, Upper Paradise)
Removal of 'H' Holding Provision

Reference file:

ZAR-00-11

Scale

Not to Scale

Date

Mar. 2000

Technician:

JS**APPENDIX 'A'**



MINUTES

CITY OF HAMILTON CITY COUNCIL

Tuesday, October 10, 2000
7:30 p.m.

Council Chambers, Hamilton City Hall
71 Main Street West, Hamilton

URBAN MUNICIPAL

OCT 24 2000

GOVERNMENT DOCUMENTS

Present: Mayor R. Morrow, Chairman;
Aldermen M. Kiss, M. Caplan, A. Horwath, R. Corsini, B. Morelli,
D. Haining, G. Copps, D. Wilson, C. Collins, F. Eisenberger,
T. Jackson, B. Charters, T. Anderson, B. Kelly, F. D'Amico,
D. O'Sullivan

Mayor R. M. Morrow called the meeting to order.

The National Anthem was played.

Reverend Pearl Joseph, National Evangelical Baptist Faith led Council in prayer.

PRESENTATIONS

Mayor R. M. Morrow acknowledged the following sponsors of the 2000 Hamilton Beautification Program and presented the Hamilton Beautification Awards as follows:

Sponsors

Union Gas	Landscape Ontario	Dofasco	Canadian Tire
Raincentre Irrigation	Hamilton Spectator	F. M. Page & Sons Inc.	

Award Recipients

The Pink Trillium Awards were presented to the following residents:

Ward 1	180 Dalewood Crescent	Gord & Wendy Downing
Ward 2	166 Robinson Street	Carol & Ted Adler
Ward 3	83 Cheever Street	Beryl Boax

Ward 4	192 Coronation Avenue	Lillian & Max Harbury
Ward 5	192 Montmorency Drive	Catherine Josko
Ward 6	162 Broker Drive	James & Agnes Beattie
Ward 7	133 Charing Drive	Pat & Tim Dent
Ward 8	83 Arcade Crescent	Isabel Miller

The Red Trillium Award was presented to Carol and Ted Adler, 166 Robinson Street, Ward 2.

The Commercial/Industrial Award for a small property was presented to the Victoria Nursing Home – Mr. & Mrs. Sole of 176 Victoria Avenue North.

The Commercial/Industrial Award for a large property was presented to White Chapel Memorial Gardens – Leonard Marceau, Manager; Don Bailey, Property Manager; Christine White, Gardener at 1895 Main Street West

Mayor R. M. Morrow announced that 240 property owners were presented with White Trillium Awards.

Mayor R. M. Morrow introduced and thanked the Volunteers of the Hamilton Beautification Committee and the 2000 Red Trillium Selection Committee.

* * * * *

Mayor R. M. Morrow recognized St. Peter's Hospital's 110th Anniversary. Mr. Grant Walsh, President and CEO was in attendance.

* * * * *

Mayor R. M. Morrow recognized the International Brotherhood of Electrical Workers for their 100th Anniversary. In attendance were Joseph Beattie, Business Manager, Local Union 105 and Vic Prohaska, President, Local Union 105.

* * * * *

Mayor R. M. Morrow acknowledged Tessa Kelsall who is a student from Australia visiting Hamilton.

ADOPTION OF MINUTES

The Minutes of the meetings held September 15 and September 26, 2000 were adopted as circulated.

CORRESPONDENCE

1. Letter dated September 22, 2000 from Sharon Vize, Deputy Clerk for the Town of Ancaster respecting a resolution on the Hamilton-Wentworth District School Board's Decision to Reduce School Busing.

It was moved by Alderman Eisenberger and seconded by Alderman Kelly that Hamilton City Council support the resolution of the Town of Ancaster respecting the Hamilton-Wentworth District School Boards decision to reduce school busing. **CARRIED.**

2. Letter dated October 5, 2000 from the Acting Municipal Clerk referring an item respecting Enterprise Zones from Regional Council to City Council.

Referred to the Planning and Development Committee.

3. Information Report dated October 5, 2000 from Dr. Elizabeth Richardson, Acting General Manager and Medical Officer of Health, Social and Public Health Services Division, respecting Financial Assistance to establishments to comply with restrictions on Smoking in Public Places (SPH00116).

Received.

4. Letter from Philip Castrodale, B.A., L.L.B., re: Nomination of the Honorary Vice Consul of Italy at Hamilton, Ontario.

It was moved by Alderman Corsini and seconded by Alderman D'Amico that the Mayor write to the Minister of Foreign Affairs, the National Congress of Italian-Canadians – Hamilton District, and the Italian Ambassador to Canada, to express the Council's opposition to the closure by the Italian Government of the Office of the Vice Consulate in Hamilton. **CARRIED.**

It was moved by Alderman Kiss and seconded by Alderman Caplan that the Reports of the Transport and Environment Committee, the Parks and Recreation Committee, the Planning and Development Committee, the Finance and Administration Committee, and the Report of His Worship Mayor R. M. Morrow be now considered in Committee of the Whole with Alderman Anderson in the chair.

Recorded vote.

YEAS: Mayor Morrow, Aldermen Kiss, Caplan, Horwath, Corsini, Morelli, Haining, Wilson, Copps, Collins, Eisenberger, Jackson, Charters, Anderson, Kelly, D'Amico, O'Sullivan. -17.

NAYS: -0.

CARRIED.

TRANSPORT AND ENVIRONMENT COMMITTEE – REPORT 14-00

Section 8 Re: Scott-MacDonald Lease

It was moved by Alderman O'Sullivan and seconded by Alderman Corsini that Section 8 of Report 14-00 of the Transport and Environment Committee be referred back to staff so that negotiations can be completed and report back at the next Transport and Environment Committee.

Recorded vote.

YEAS: Mayor Morrow, Aldermen Caplan, Corsini, Morelli, Eisenberger, Kelly, D'Amico, O'Sullivan. -8.

NAYS: Aldermen Kiss, Horwath, Haining, Copps, Wilson, Collins, Charters, Jackson, Anderson. -9.

LOST.

* * * * *

Section 8(a) Scott-MacDonald Lease

Recorded vote.

YEAS: Aldermen Kiss, Horwath, Morelli, Haining, Copps, Wilson, Eisenberger, Collins, Charters, Jackson, Anderson. -11.

NAYS: Mayor Morrow, Aldermen Caplan, Corsini, Kelly, D'Amico, O'Sullivan. -6.

CARRIED.

* * * * *

Section 8(b) Scott-MacDonald Lease

Recorded vote.

YEAS: Aldermen Kiss, Horwath, Copps, Wilson, Collins, Charters, Jackson, Anderson, D'Amico, O'Sullivan. -10.

NAYS: Mayor Morrow, Aldermen Caplan, Corsini, Morelli, Haining, Eisenberger, Kelly. -7. **CARRIED.**

Section 9 Re: Herbicides

It was moved by Alderman Caplan and seconded by Alderman Haining that Section 9 of the Fourteenth Report of the Transport and Environment Committee be tabled until the next meeting of City Council in order to investigate herbicide proposed to be used.

Recorded vote.

YEAS: Mayor Morrow, Aldermen Caplan, Horwath, Corsini, Morelli, Haining, Wilson, Eisenberger, Collins, Charters, Jackson, Anderson, Kelly, D'Amico, O'Sullivan. -15.

NAYS: Aldermen Kiss, Copps. -2. **CARRIED.**

Section 11 Re: Fercan Dev. Inc.

It was moved by Alderman Copps and seconded by Alderman Caplan that the following be added as Section 11 of Report 14-00 of the Transport and Environment Committee:

11. That the proposal put forward by Fercan Dev. Inc. respecting the proposed change to two-way street of James Street North be forwarded to Regional Council with the City's indication of support for the change of James Street north to a two-way street. **CARRIED.**

Recorded vote.

YEAS: Mayor Morrow, Aldermen Kiss, Caplan, Horwath, Corsini, Morelli, Haining, Wilson, Copps, Collins, Eisenberger, Charters, D'Amico, -13.

NAYS: Aldermen Jackson, Anderson, Kelly, O'Sullivan. -4. **CARRIED.**

PARKS AND RECREATION COMMITTEE – REPORT 09-00

Section 3 Re: Bayfront Sign

Recorded vote.

YEAS: Mayor Morrow, Aldermen Kiss, Caplan, Horwath, Morelli, Haining, Eisenberger, Collins, Charters, Jackson, Anderson, Kelly, O'Sullivan. – 13.

NAYS: Aldermen Corsini, Copps, Wilson, D'Amico. –4. **CARRIED.**

Section 5 Re: Mumz 'n Craft Harvest Festival

Recorded vote.

YEAS: Mayor Morrow, Aldermen Kiss, Caplan, Horwath, Corsini, Morelli, Copps, Wilson, Eisenberger, Collins, Charters, Jackson, Anderson, Kelly, D'Amico, O'Sullivan. –16.

NAYS: Alderman Haining. –1. **CARRIED.**

Section 5 (b) Re: Mumz 'n Craft Harvest Festival – Alcoholic Beverages

Recorded vote.

YEAS: Mayor Morrow, Aldermen Kiss, Caplan, Horwath, Corsini, Morelli, Haining, Copps, Wilson, Eisenberger, Collins, Charters, Anderson, Kelly, D'Amico, O'Sullivan. –16.

NAYS: Alderman Jackson. –1. **CARRIED.**

PLANNING AND DEVELOPMENT COMMITTEE – REPORT 15-00

Section 3 Re: Columbia International College – 1033 Main St. W. (ZAR0029)

Recorded vote.

YEAS: Mayor Morrow, Aldermen Kiss, Caplan, Horwath, Corsini, Morelli, Haining, Wilson, Eisenberger, Collins, Charters, Jackson, Anderson, Kelly, O'Sullivan. 15.

NAYS: Aldermen Copps, D'Amico. –2.

CARRIED.

Section 6 Re: Removal of Holding Zone - 1780 to 1808 Main St. W.

Recorded vote.

YEAS: Mayor Morrow, Aldermen Caplan, Horwath, Corsini, Morelli, Haining, Copps, Wilson, Eisenberger, Collins, Charters, Jackson, Anderson, Kelly, D'Amico, O'Sullivan. 16.

NAYS: Alderman Kiss. –1.

CARRIED.

Rule No 9 Re: Introduction of Bills C-073, C-074 and C-075 respecting the Downtown Community Improvement Plan.

It was moved by Alderman D'Amico and seconded by Alderman Copps that Rule No. 9 of the City's Procedural By-law be invoked for this meeting of City Council in order to permit consideration of the introduction of Bills C-073, C-074 and C-075 respecting the expansion of the Downtown Community Improvement Plan.

CARRIED.

Section 10 Re: Introduction of Bills C-073, C-074 and C-075 respecting the Downtown Community Improvement Plan.

It was moved by Alderman D'Amico and seconded by Alderman Copps that Section 10 of Report 15-00 of the Planning and Development Committee be amended by adding Sub-Sections (e), (f) and (g) as follows:

- (e) C-073 A By-law to Adopt Amendments to the Downtown Hamilton Community Improvement Plan
- (f) C-074 A By-law to Alter the limits of the Downtown Hamilton Community Improvement Project Area
- (g) C-075 A By-law to adopt the Downtown Hamilton Community Improvement Plan for the additional districts of the Downtown Hamilton Community Improvement Project Area. **CARRIED.**

HIS WORSHIP MAYOR R. M. MORROW – SECOND REPORT

NOTICE OF MOTION FROM PREVIOUS MEETING

It was moved by Alderman Collins and seconded by Alderman Corsini:

Re: Motion respecting Free On-street Parking in the downtown core.

- (a) That free on-street parking in the downtown core (500 metered parking spaces in the area bounded by Bay, York/Wilson, Wellington and Jackson) be offered for the months of November and December, 2000 and that the Finance and Administration Committee be requested to recommend a method of financing the lost revenues (approximately \$45,000); and,
- (b) That free on-street parking in the downtown core be limited to 2 hours from 8:00 am to 6:00 p.m., Monday to Saturday; and,
- (c) That the City Traffic By-law No. 89-072 be amended accordingly; and,
- (d) That the Regional Council be requested to amend the Regional Traffic By-law R89-038; and,
- (e) That staff report back, after consultation with various stakeholders such as the International Village and Downtown B.I.A.'s with the results of the experiment. **CARRIED.**

* * * * *

It was moved by Alderman Kiss and seconded by Alderman Caplan that the Report of the Committee of the Whole on the Reports of the Transport and Environment Committee, the Parks and Recreation Committee, the Planning and Development Committee, the Finance and Administration Committee, the Report of His Worship Mayor R. M. Morrow, and resolutions, be adopted.

Recorded vote.

YEAS: Mayor Morrow, Aldermen Kiss, Caplan, Horwath, Corsini, Morelli, Haining, Wilson, Copps, Eisenberger, Collins, Jackson, Charters, Anderson, Kelly, D'Amico, O'Sullivan. -17.

NAYS: -0.

CARRIED.

Note: The meeting adjourned at 9:45 p.m.
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Taken as read and approved,

**MAYOR R. M. MORROW
CHAIRMAN**

**K. C. Christenson, Acting Municipal Clerk
October 10, 2000**

KCC/dg



REPORT

CITY OF HAMILTON TRANSPORT AND ENVIRONMENT COMMITTEE

Monday, October 2, 2000

9:30 a.m.

Room 233, Hamilton City Hall
71 Main Street West, Hamilton

Present:	Alderman C. Collins (Chairperson), Alderman D. Wilson (Vice-Chairperson), Aldermen T. Anderson, M. Kiss, A. Horwath, B. Morelli, F. D'Amico
Absent with regrets:	Mayor R. M. Morrow Alderman T. Jackson
Also Present:	Aldermen F. Eisenberger, B. Kelly M. Hazell, R. Meiers, T. Gill, P. Barkwell, B. Desnoyers, B. Young, C. Biggs
Alderman C. Collins, Chairperson, called the meeting to order.	

THE TRANSPORT AND ENVIRONMENT COMMITTEE PRESENTS REPORT 14-00 AND RESPECTFULLY RECOMMENDS:

1. **By-law to Stop-up, close, retain, establish, widen, layout, alter and divert Chedmac Drive adjacent to the Twin Pads Arena (TOE00015) (Item 3)**
 - (a) That the closure, realignment and diversion of Chedmac Drive adjacent to the Twin Pads Arena to remove the horizontal curve and construct a three leg intersection in accordance with the Mountview Neighborhood Plan and Scenic Park South draft approved plan of subdivision be approved; and,
 - (b) That the Municipal Clerk be authorized to forward an application to stop-up and close the portion of Chedmac Drive designated as Parts 18, 19, 22 and 23 on Reference Plan 62R-15300 to the Regional Municipality of Hamilton-Wentworth for approval pursuant to Section 44 of the Regional Municipalities Act, R.S.O. 1990; and,

- (c) That the appropriate By-law to stop-up, close and retain a portion of Chedmac Drive designated as Parts 18, 19, 22 and 23 on Reference Plan 62R-15300 be forwarded to City Council for enactment; and,
- (d) That the By-law noted in Item (c) above contain a clause that it shall not come into force until such time as Regional Council has approved the closure; and,
- (e) That the appropriate By-law to widen, establish, layout as public highway, lands designated as Parts 3, 5, 14, 15, 16, 17 and 25 on Reference Plan 62R-15300, be forwarded to City Council for enactment; and,
- (f) That the City of Hamilton grant all existing Utility Companies and municipal services the required easements in order that they can be retained in the stopped-up and closed portion of Chedmac Drive, if necessary; and,
- (g) That the City of Hamilton authorize the appropriate Officials to prepare and sign all documents necessary to grant the required utility and municipal servicing easements over the stopped up and closed portion of Chedmac Drive; and
- (h) That the appropriate By-law to alter and divert Chedmac Drive, adjacent to the Twin Pads Arena, be forwarded to City Council for enactment.

2. School Crossing Guard Requests - Various Locations (PWT00167) (Item 5)

- (a) That a School Crossing Guard be assigned to the intersection of Upper James Street and Malton Drive during the morning and evening school crossing periods only, on a permanent basis; and,
- (b) That a School Crossing Guard be assigned to the intersection of Stonechurch Road and Norma Jean Avenue during the morning and evening school crossing periods only, on a permanent basis; and,
- (c) That a School Crossing Guard be assigned to the intersection of Queen Victoria Drive and Queensbury Drive during the morning and evening school crossing periods only, on a permanent basis; and,
- (d) That consideration be given in the 2001 Current Budget process for a new/enhanced program package of \$12,000 plus administrative costs for 3 additional School Crossing Guard locations; and,

(e) That this report be forwarded to the Transition Board for approval.

3. Routine Amendments to the City Traffic By-law No. 89-072 - Transport and Environment Committee Meeting - October 2, 2000 (PWT00158)
(Item 6.1)

That the requests for routine amendments, attached as Appendix "A" hereto, be approved and that an appropriate by-law to amend the City Traffic By-law 89-072 be passed and enacted.

4. Request for "Ernie Hutton Place" Ceremonial Street Name Signs (PWT00157) (Item 6.2)

That two (2) ceremonial "Ernie Hutton Place" street name signs be installed on East 16th Street adjacent to Hill Park Secondary School.

5. Turn Regulation at the Intersection of King Street West and Hess Street North (TOE00014) (Item 6.3)

- (a) That the northbound "Left Turn on Red" prohibition at the intersection of King Street West and Hess Street North be removed; and,
- (b) That an appropriate by-law to amend City Traffic By-law 89-072 be passed and enacted.

6. Westdale Village B.I.A. – 3rd Annual Pumpkin Patch Event - Saturday, October 21, 2000 (PWT00168) (New Business #1)

That the application by the Westdale Village B.I.A. to temporarily close the south parkette of King Street West between Marion and Paisley on Saturday, October 21, 2000 between 8:00 am and 2:00 pm, to hold their "3rd Annual "Pumpkin Patch" event, be approved, subject to the following conditions:

- (a) That the prior approval of the Chief of Police, or his designate, be received, and that such permits or authorizations as may be required by the Chief of Police, or his designate, be obtained; and
- (b) That prior to the event, the applicant provide proof of \$2,000,000 public liability insurance, naming the City and the Region as an added insured party with a provision for cross liability, and holding the City and the Region harmless from all actions, causes of actions, interests, claims, demands, costs, damages, expenses and loss; and

- (c) That all barricading, detour signing and traffic control be subject to the direction of the Chief of Police, or his designate; and
- (d) That all barricading be supplied by and at the expense of the applicant; and
- (e) That "Temporary Road Closure" signs be installed, in advance, on the affected roadways, if deemed necessary by the Acting Commissioner of Public Works and Traffic and at the expense of the applicant; and
- (f) That the applicant ensure that clean-up operations be carried out immediately before the re-opening of the roads, to the satisfaction of the City and the Region and at the expense of the event organizer; and
- (g) That no property owner or resident within the barricaded area be denied access to their property upon request; and
- (h) That all property owners and tenants within the closure area be notified of the event by the applicant, prior to the event, in a form acceptable to the Acting Commissioner of Public Works and Traffic.

7. Request for Pedestrian Priority Signal – Intersection of King Street and London Street, Hamilton

That the Transition Board be requested to consider the inclusion of funding a pedestrian priority signal (PPS) at the intersection of King Street East and London Street in the base 2001 budget.

8. Status Report – Scott-MacDonald Marine Lease (LS00020) (Item 7.1)

- (a) That Scott-MacDonald Marine Limited be served with the appropriate Notice of Default under the Lease providing the Tenant a period of thirty (30) days to meet their financial obligations under the Lease, and a period of forty-five (45) days to rectify defaults not involving payment of monies, and;

Recorded vote.

YEAS: Aldermen Kiss, Horwath, Morelli, Haining, Copps, Wilson, Eisenberger, Collins, Charters, Jackson, Anderson. –11.

NAYS: Mayor Morrow, Aldermen Caplan, Corsini, Kelly, D'Amico, O'Sullivan. – 6.

CARRIED.

- (b) That should Scott-MacDonald Marine Limited not comply with the above, staff be directed to exercise the City's remedies available under the Lease including, but not limited to, re-taking possession of the property and eviction of the Tenant;

Recorded vote.

YEAS: Aldermen Kiss, Horwath, Copps, Wilson, Collins, Charters, Jackson, Anderson, D'Amico, O'Sullivan. -10.

NAYS: Mayor Morrow, Aldermen Caplan, Corsini, Morelli, Haining, Eisenberger, Kelly. -7. **CARRIED.**

- (c) That staff bring a report back to the Committee respecting the issue of full-time residency on boats which are dry docked.

9. Environmental Appeal Board – Scott-MacDonald Marine (LS00021) (Item 7.2)

That the City of Hamilton seek party status before the Environmental Appeal Board with respect to the Appeal by Scott-MacDonald Marine of the denial of its application for a permit to apply herbicide to the water lots leased by it from the City, and oppose the application to apply herbicide to the City-owned water lots.

TABLED UNTIL THE NEXT MEETING OF CITY COUNCIL IN ORDER TO INVESTIGATE HERBICIDE PROPOSED TO BE USED. CARRIED.

Recorded vote.

YEAS: Mayor Morrow, Aldermen Caplan, Horwath, Corsini, Morelli, Haining, Wilson, Eisenberger, Collins, Charters, Jackson, Anderson, Kelly, D'Amico, O'Sullivan. -15.

NAYS: Aldermen Kiss, Copps. -2. **CARRIED.**

10. Bills

That the following Bills be adopted, signed, sealed and enrolled as By-laws:

- (a) A-054 Being a By-law to stop-up, close and retain the portion of Chedmac Drive known as Parts 18, 19, 22 and 23 on Plan 62R-15300

- (b) A-055 Being a By-law to establish, widen and lay out City land designated as Parts 3, 5, 14, 15, 16, 17 and 25 on Reference Plan 62R-15300 into Chedmac Drive
 - (c) A-056 Being a By-law to alter Chedmac Drive, from Hepburn Crescent to approximately 230m southeasterly by realigning the roadway adjacent to the Twin Pads Arena and to construct the new road to an urban cross section
 - (d) A-057 Being a By-law to Amend By-law No. 89-072 to Regulate Traffic
 - (e) A-058 Being a By-law to Amend By-law No. 89-072 to Regulate Traffic
11. That the proposal put forward by Fercan Dev. Inc. respecting the proposed change to two-way street of James Street North be forwarded to Regional Council with the City's indication of support for the change of James Street north to a two-way street. **ADDED.**

Recorded vote.

YEAS: Mayor Morrow, Aldermen Kiss, Caplan, Horwath, Corsini, Morelli, Haining, Wilson, Copps, Collins, Eisenberger, Charters, D'Amico, -13.

NAYS: Aldermen Jackson, Anderson, Kelly, O'Sullivan. -4. **CARRIED.**

FOR THE INFORMATION OF COUNCIL:**(a) Declarations of Interest (Item 1)**

None declared.

(b) Adoption of Minutes – September 11, 2000 (Item 2)

The Minutes of the Transport and Environment Committee meeting held on September 11, 2000 were adopted as circulated.

(c) By-law to Stop up, Close, Retain, Establish, Widen, Layout, Alter and Divert Chedmac Drive, adjacent to the Twin Pad Arena (TOE00015)

In accordance with the provisions of the Municipal Act, the above proposed alteration was advertised in The Spectator for four consecutive weeks.

The Committee Chairman requested if there was any one present wishing to address the Committee on this matter, to which there was no one.

(d) Garages/Yards Rationalization (CS99026b) (Item 4)

That Report CS99026b respecting Garages/Yards Rationalization be tabled to permit staff to meet with the Ward Alderman for further discussions, and report back to the Committee.

(e) Other Business (Item 8)

(i) Mohawk Road, between Rice Avenue and Magnolia Avenue, Hamilton

Alderman F. D'Amico requested that staff investigate the possibility of installing a pedestrian priority signal on Mohawk Road, between Rice Avenue and Magnolia Avenue, and report back to the Committee. He noted that there are many seniors residing in the apartments along Mohawk Road, and that they cross Mohawk Road to get to the plaza on the south side.

(ii) Intersection of Stone Church Road East and Nebo Road, Hamilton

Alderman T. Anderson indicated that traffic volumes are very heavy, and that left turns from Nebo Road on to Stone Church are very difficult, especially for trucks. Staff was requested to review the warrants for a regular traffic signal at the above-noted intersection, and report back to the Committee.

(f) Status Report – Scott-MacDonald Marine Lease (Item 7.1)

Alderman F. D'Amico indicated that he wished to be recorded as being opposed to Recommendation (a) of Section 8.

**Alderman C. Collins, Chairman
Transport and Environment Committee**

**Carolyn Biggs, Legislative Assistant
October 2, 2000**

Appendix "A" as referred to in
Section 3 of Report 14-00 of the
Transport and Environment Committee

Ward 1

- (a) The Locke Street Business Association has forwarded a petition signed by the area businesses requesting that the existing "One Hour Parking Time Limit, 8:00 a.m. to 6:00 p.m., Monday to Saturday" regulation on the west side and the "Three Hour Parking Time Limit, 8:00 a.m. to 6:00 p.m., Monday to Saturday" regulation on the east side of Locke between Hunter and Herkimer be changed to a "Two Hour Parking Time Limit, 8:00 a.m. to 6:00 p.m., Monday to Saturday" regulation, to provide consistency of the parking time limit on both sides of the street in this area.

Ward 2

- (a) Carlo Gorni, of the Downtown Hamilton B.I.A., 4 Hughson Street South, has requested that the existing "No Stopping - Commercial Vehicle Loading Zone" regulation on the west side of Hughson, south of King, be replaced with a "No Parking - Loading Only, 9:00 a.m. to 4:00 p.m., Monday to Friday" regulation.
- (b) Wayne Kucharski, 209 Wood Street East, has requested that a reserved "Permit Parking" regulation be implemented on the north side of Wood, directly in front of his home, since his wife is disabled.

Ward 3

- (a) Robert Wilson, 42 Earl Street, has requested that a reserved "Permit Parking" regulation be implemented on the east side of Earl, directly in front of his home, since he is disabled.
- (b) Richardo Conte-Oro, 49 and 51 Princess Street, has requested that the existing full-time "No Parking" regulation on the north side of Princess, west of Gibson, be reduced from 55 feet to 30 feet to provide an additional parking space in front of his home. An investigation indicates that a 30 foot "No Stopping - Corner Clearance" regulation would be appropriate and, therefore, staff concurs with the request.
- (c) Carlo DiVencenzo, 33 Somerset Avenue, has requested that the existing "Permit Parking" regulation on the north side of Somerset, directly in front of his home, be removed as his father has passed away.
- (d) Angela Rosati, 11 Somerset Avenue, has requested that the existing "Permit Parking" regulation on the south side of Somerset, directly in front of 36 Somerset Avenue, be removed as the resident has moved.

- (e) Staff has received a petition signed by representatives of 14 of the 18 residential properties abutting Barnesdale between King and Cannon requesting that the existing "Alternate Side Parking" regulation be replaced with a "No Parking" regulation on the east side and unrestricted parking on the west side. Thirteen of the residents are in favour and one had no opinion.
- (f) Doreen Jooris, 147 Birge Street, has requested that a reserved "Permit Parking" regulation be implemented on the north side of Birge, directly in front of her home, as she is disabled.
- (g) Steve Davis, 31 Shaw Street, has requested that a reserved "Permit Parking" regulation be implemented on the north side of Shaw, directly in front of his home, as he is disabled.
- (h) Alderman Bernie Morelli has advised of a request from Bram Spurrell, 29 Madison Avenue, that a reserved "Permit Parking" regulation be implemented on the west side of Madison, directly in front of his home, as his wife is disabled.
- (i) Elizabeth Green, 102 Clinton Street, has requested that a reserved "Permit Parking" regulation be implemented on both sides of Clinton, directly in front of and across from her home, as she is disabled. A representative from Four Bays Auto Body, 217 Lottridge Street North, has advised that they support the request.

Ward 4

- (a) Staff has received a petition signed by representatives of 12 of the 17 residential properties abutting Argyle between Carlisle and Edgar requesting that the existing "Alternate Side Parking" regulation be replaced with a "No Parking" regulation on the north side and unrestricted parking on the south side. Eleven of the residents are in favour and one is opposed.
- (b) Staff recommends that the existing "Alternate Side Parking" regulation be removed from the south side of Dunsmure between Tragina and Weir. Presently, there is a full-time "No Parking" regulation on the north side of Dunsmure in this block resulting in parking being prohibited from both sides of the street from the 16th day to the end of each month, April to November. Mr. Krzyanowski, 63 Weir Street North, the resident abutting this area, is in favour of the regulation change.
- (c) Staff has received a petition signed by representatives of 13 of the 15 residential properties abutting Glendee Court between Glendee Road and the southerly end of Glendee Court requesting that the existing "Alternate Side Parking" regulation be removed in order to allow unrestricted parking on both sides of the street.

- (d) Alan Thomson, 399 Cope Street, has requested that a reserved "Permit Parking" regulation be implemented on the west side of Cope, directly in front of his home, since he is disabled.

Ward 7

- (a) Mark Williams, 374 East 25th Street, has requested that all-way stop control be implemented at the intersection of East 25th and Franklin. The intersection meets the criteria for all-way stop control due to the close proximity to Burkholder Middle School.
- (b) Tony Forte, 58 Corinaldo Drive, has requested that a "No Parking" regulation be implemented on the inside of the 90 degree bend in Corinaldo to facilitate two-way traffic flow in this area. Mrs. Beemer, 43 Corinaldo Drive, the resident abutting this area, has advised that she supports the requested regulation.



REPORT

CITY OF HAMILTON PARKS AND RECREATION COMMITTEE

Monday, October 2, 2000
1:15 p.m.
Room 233, Hamilton City Hall
71 Main Street West, Hamilton

Present:	Alderman B. Morelli (Chairperson) Alderman M. Kiss (Vice-Chairperson) Mayor R. M. Morrow Aldermen T. Anderson, R. Corsini, G. Copps, F. Eisenberger, T. Jackson
Regrets:	Alderman D. O'Sullivan (Other Business)
Also Present:	Alderman A. Horwath R. Fair, G. Makins, D. Wood, M. Havelka, C. Secore, B. Chrystian, W. Plessl, M. Hazell, B. Price, C. Touzel, S. Reeder
Alderman B. Morelli, Chairperson, called the meeting to order.	

THE PARKS AND RECREATION COMMITTEE PRESENTS REPORT 09-00 AND RESPECTFULLY RECOMMENDS:

1. **Walker Outdoor Pool/William Bethune Park Capital Project (PWT00159)**
(Item 3)
 - (a) That Staff from the Departments of Culture and Recreation and Public Works and Traffic be authorized and directed to prepare a 2001 Capital Budget submission relative to the renewal of William Bethune Park, including replacement of Walker Outdoor Pool; and,
 - (b) That, as Phase 1 of this project, Staff be directed to proceed with the construction of four (4) bocce courts with a sun shelter covering two of the courts at William Bethune Park as per the park concept plan, at a budget upset limit of \$150,000 and on the understanding that the Trieste Bocce Club contribute \$20,000 to the cost of Phase 1; and,

- (c) That the Mayor and Acting Municipal Clerk be authorized to execute a License Agreement with the Trieste Bocce Association in a form satisfactory to Corporate Counsel; and,
- (d) That financing of the City's \$130,000 share of the estimated \$150,000 total cost be derived from the funds generated from the sale of Barton Community Centre deposited to Culture and Recreation Asset Management Account No 709955040 with the remaining \$20,000 to be paid by the Trieste Bocce Association; and,
- (e) That, the remainder of the funds (\$247,250) remain in the Culture and Recreation Asset Management Account and be applied to the pool replacement portion of the broader capital project and the improvements to William Bethune Park.

2. Hamilton Civic Golf Courses (CSC00135) (Item 4)

- (a) That the Director of Culture and Recreation be authorized and directed to negotiate a one year extension to contracts with the existing Concessionaires and Golf Pros at the Hamilton Civic Golf Courses expiring on December 1, 2001, in a form satisfactory to Corporate Counsel; and,
- (b) That a Request for Proposal for the provision of alternate service delivery options for golf course operation for Hamilton Civic Golf Courses effective 2002 be deferred to the new Council; and,
- (c) That these recommendations be forwarded to the Transition Board for consideration and approval.

3. Bayfront Park Entrance Gateway and Sign (PWT00165) (Item 5)

- (a) That Staff be directed to proceed to construction with the concept entrance gateway and sign for Bayfront Park presented to the Committee of the Whole at its meeting of September 6, 2000 with a reduction in height of the main mast from 46.0m to 41.5m; and,
- (b) That Staff be authorized to negotiate a lower price with Ewing Flagpole Co. Inc. of Scarborough for fabrication and installation of the main mast.

Recorded vote.

YEAS: Mayor Morrow, Aldermen Kiss, Caplan, Horwath, Morelli, Haining, Eisenberger, Collins, Charters, Jackson, Anderson, Kelly, O'Sullivan. – 13.

NAYS: Aldermen Corsini, Copps, Wilson, D'Amico. –4.

CARRIED.

4. Award of Contract for the Construction of a Sun Shelter, Washrooms and Spray Pad at Billy Sherring Park (PWT00164) (Item 6)

- (a) That approval be given to issue a purchase order to Corporate Construction Inc., Ancaster, in the amount of \$165,548.80 including \$20,000 contingency, and \$10,850.30 G.S.T. for the construction of a sun shelter, washrooms and spray pad at Billy Sherring Park, being the lowest of three (3) tenders received in accordance with specifications C11-3300 issued by the Purchasing Division and vendors tender; and,
- (b) That the amount of \$165,548.80 for the construction of a sun shelter, washrooms and spray pad be funded from the 2000 Park Development and Redevelopment account: COHAM 620054001; and,
- (c) That the Director of Legal Services and Corporate Counsel be requested to prepare a contract, and the Mayor and Acting Municipal Clerk be authorized to execute the contract in a form satisfactory to Corporate Counsel.

5. Mumz 'n Craft Harvest Festival - Approval as required by Parks By-law No. 95-126 to Sell Alcoholic Beverages, Park Vehicles and hold Carnival Rides in Gage Park (CSC00126) (Item 7.1)

- (a) That approval, as required by Sections 11 and 29 of Parks By-law No. 95-126 as amended, and under the Standard Terms and Conditions of the Special Events Guidelines, be given to The City of Hamilton to sell alcoholic beverages, park vehicles and hold carnival rides at the new Mumz 'n Craft Harvest Festival in Gage Park from October 20-29, 2000 inclusive; and;
- (b) That the licenced (beer garden) tent area at Mumz 'n Craft operate during the following hours:

Friday	October 20	12:00 noon - 8:00 p.m.,
Saturday	October 21	12:00 noon - 8:00 p.m.,
Sunday	October 22	12:00 noon - 8:00 p.m.,

Monday, October 23 – Thursday, October 26, 2000 4:00 p.m. – 8:00 p.m., (inclusive)

Friday	October 27	12:00 noon – 8:00 p.m.
Saturday	October 28	12:00 noon – 8:00 p.m.
Sunday	October 29	12:00 noon – 8:00 p.m.

Recorded vote on Section 5 (a) and (b).

YEAS: Mayor Morrow, Aldermen Kiss, Caplan, Horwath, Corsini, Morelli, Copps, Wilson, Eisenberger, Collins, Charters, Jackson, Anderson, Kelly, D'Amico, O'Sullivan. -16.

NAYS: Alderman Haining. -1.

CARRIED.

Recorded vote on Section 5 (b) Re: Sale of Alcoholic Beverages

YEAS: Mayor Morrow, Aldermen Kiss, Caplan, Horwath, Corsini, Morelli, Haining, Copps, Wilson, Eisenberger, Collins, Charters, Anderson, Kelly, D'Amico, O'Sullivan. -16.

NAYS: Alderman Jackson. -1.

CARRIED.

6. Conservation of the Whitehern Heritage Library Collection - Request for Authority to Issue Call for Quotations to Undertake Program of Mass Deacidification (CSC00132) (Item 7.2)

- (a) That the General Manager of Community Services be authorized to issue a call for quotations to undertake a program of mass deacidification to conserve the Whitehern Heritage Library collection of approximately 4,000 volumes of rare and unusual 16th to 19th century heritage books that are in danger of being lost through accelerated deterioration; and,
- (b) That an upset limit of \$80,000 be established for the program, with funds drawn from Account No. COHAM709855041 - Risk Management; and,
- (c) That a contract satisfactory to Corporate Counsel be negotiated with the approved commercial firm.

7. Approval of Special Occasion Permit for the Franz Liszt Great Romantic Music Event at Whitehern (CSC00127) (Item 7.3)

- (a) That approval be given to the General Manager of Community Services to apply to the Alcohol and Gaming Commission of Ontario (AGCO) for a Special Occasions Permit for a civic reception to be held as part of the Franz Liszt Great Romantic festivities at Whitehern Historic House and Gardens; and,
- (b) That the licenced area be on the west side of the Whitehern property and the event to be held on Saturday, October 7, 2000 from 11:30 a.m. - 3:00 p.m.; and,

- (c) That the event is subject to the Terms and Conditions of the Special Event Guidelines and policies of the Hamilton Historical Board.

FOR THE INFORMATION OF CITY COUNCIL:

(a) **Declarations of Interest** (Item 1)

None declared.

(b) **Adoption of Minutes - June 19, 2000** (Item 2)

That the Minutes of Parks and Recreation Committee for its meeting held June 19, 2000 be adopted.

(c) **Walker Outdoor Pool/William Bethune Park Capital Project (PWT00159)** (Item 3)

The Committee agreed to amend Report PWT00159 to directly reference the source of funding for this project.

(d) **Hamilton Civic Golf Courses (CSC00135)** (Item 4)

The Committee amended Report CSC00135 to note that subsection (b) of the Report be deferred to the new Council.

(e) **Bayfront Park Entrance Gateway and Sign (PWT00165)** (Item 5)

Alderman Copps indicated that she wished to be recorded as opposed to this item

(f) **Mumz 'n Craft Harvest Festival - Report for approval as required by Parks By-law 95-126 Sale of Alcoholic Beverages & Carnival Rides (CSC00126)** (Item 7.1)

Alderman Jackson indicated that he wished to be recorded as opposed to subsection (b) of the recommendation respecting the licenced beer garden tent area

(g) **Information Items** (Item 7.4)

That the following Information Items be received:

- (i) Scott Park Community Hockey (CSC00131)

(ii) Heritage Canada Grant for Conservation Equipment for Museums (CS00128)

(iii) Hamilton Girl's Hockey Association - Allocation of Ice Time at Inch Park Arena (CSC00133)

Alderman Jackson requested that the residency of the users of this ice time be monitored as many users are not from Hamilton, and ice time is at a premium in the City.

(iv) Pumpkinfest 2000 - Sunday, October 22, 2000 (CSC00129)

(h) **Meeting with CanSkate Representatives respecting Allocation of Ice Time at Parkdale Arena** (Item 8 - Other Business)

The Committee agreed that a meeting would be scheduled with CanSkate representatives and all parties involved to discuss the allocation of ice time at Parkdale Arena.

Note: The meeting of the Parks and Recreation Committee adjourned at 1:55 p.m.

**Alderman B. Morelli, Chairperson
Parks and Recreation Committee**

**Susan K. Reeder, Acting Manager
Legislative Services and Records
October 2, 2000**



REPORT

CITY OF HAMILTON PLANNING AND DEVELOPMENT COMMITTEE

Wednesday October 4, 2000

9:30 a.m.

Room 233, Hamilton City Hall
71 Main Street West, Hamilton

Present: Alderman F. D'Amico (Chairperson), Alderman G. Copps (Vice-Chairperson), Mayor R. Morrow, Aldermen M. Caplan, R. Corsini, F. Eisenberger, B. Charters, B. Kelly

Regrets: Alderman D. Haining, (Personal Business)

Also Present: Aldermen Kiss, P. Mallard, P. Mason, G. Paparella, N. Smith, E. Switinky, M. Mascarenhas, T. Redmond, E. Chajka, N. Catalano, T. Agnello

Alderman F. D'Amico, Chairperson, called the meeting to order.

THE PLANNING AND DEVELOPMENT COMMITTEE PRESENTS REPORT 15-00 AND RESPECTFULLY RECOMMENDS:

1. **Neighbourhood Plan Amendment – Changes to the Proposed Road Pattern in the North-East Quadrant of the Gourley Neighbourhood Plan (P5-2-53) (PDC00156) (Previously Tabled)**

That the Gourley Neighbourhood Plan be not amended, as shown on Appendix "A", as follows:

- (a) to delete the east-west portion of the planned extension of Chesley Street that would connect with the planned extension of Appleblossom Drive; and,
- (b) to extend Chesley Street northerly to connect with the planned east-west street.

2. Further Modification in Zoning for the South-East Corner of Chedmac Drive and Redfern Avenue. (ZAR-00-26) (PDC00160)

That approval be given to Zoning Application ZAR-00-26, St. Peters Health System, prospective owner, for a further modification to the established "AA" (Agricultural) District regulations, to permit a two-phase nursing home (long term care facility) with a maximum capacity of 180 beds for Block "1" (phase 1) and 120 beds for Block "2" (phase 2), for lands located at the south-east corner of Chedmac Drive and Redfern Avenue, as shown on the attached Map marked as Appendix "B", on the following basis:

- (a) That the "AA" (Agricultural) District regulations as contained in Section 7A. of Zoning By-law 6593, as amended by By-law 96-152, applicable to the subject lands, be further modified to include the following variances, as special requirements:
 - (i) That notwithstanding Section 4.(a) of By-law No. 96-152, the following uses shall be permitted:
 - (1) a nursing home with a maximum capacity of 180 beds and accessory uses thereto on Block "1"; and,
 - (2) a nursing home with a maximum capacity of 120 beds and accessory uses thereto on Block "2".
 - (ii) That Section 4.(b) of By-law No. 96-152 shall not apply to Block "1" or Block "2".
- (b) That the amending By-law be added to Section 19B of Zoning By-law No. 6593 as Schedule S-1363a, and that the subject lands on Zoning District Map W-36 and W-37 be notated S-1363a.
- (c) That Corporate Counsel be authorized and directed to prepare a by-law to amend Zoning By-law No. 6593 and Zoning District Map W-36 and W-37 for presentation to City Council.
- (d) That the proposed change in zoning is in conformity with the Official Plan for the Hamilton Planning Area.

3. Columbia International College, Owner, for a further Modification to the Established "HH" District for 1033 Main Street West (ZAR-00-29), (PDC00164)

That approval be given to Zoning Application ZAR-00-29, Columbia International College, owner, for a further modification to the established "HH" (Restricted Community Shopping and Commercial) District for lands known as

1033 Main Street West as shown on the attached map marked as Appendix "C", on the following basis:

- (a) That the "HH" (Urban Protected Residential, etc.) District regulations, contained in Section 14A. of Zoning By-law No. 6593, as amended by By-law Nos. 84-234, 88-44 and 89-220, applicable to the lands known as 1033 Main Street West, be further modified to include the following variances as special requirements as follows:
 - (i) That Subsection 1.(a)(i). of By-law No. 89-220 be deleted in its entirety and replaced with the following:

"1.(a)(i.) on Block 3, subject to subsection (d), a lodging house shall be permitted subject to the following:

 - 1. it is located within the building existing on the date of the passing of this by-law;
 - 2. contains a lodging house for the accommodation of not more than 200 persons; and
 - 3. is occupied only by residents who are students attending Columbia International College."
 - (ii) That Subsection 1.(a)(ii)2. of By-law No. 89-220 be amended by deleting the phrase "9 multiple dwelling units for use by not more than 9 residents" and replaced with the phrase "9 multiple dwelling units for use by not more than 18 residents" such that Subsection 1.(a)(ii)2. of By-law No. 89-220 shall read as follows:

"1.(a)(ii)2. Contains not more than 9 multiple dwelling units for use by not more than 18 residents and 99 lodging homes for use by not more than 198 residents,"
 - (iii) That Subsection 1.(a)(ii)3. of By-law No. 89-220 be deleted in its entirety and replaced with the following:

"1.(a)(ii)3. is occupied only by residents who are students attending Columbia International College."
- (b) That the Corporate Counsel be directed and authorized to prepare separate By-laws for the subject lands to amend Zoning By-law No. 6593 and Zoning District Maps W-33 and W-34 for presentation to City Council; and,
- (c) That the amending By-law be added to Section 19B of Zoning By-law No. 6593 as Schedule S-886c, and that the subject lands on Zoning District Maps W-33 and W-34 be notated as S-886c;

- (d) That the proposed change in zoning is in conformity with the Official Plan for the Hamilton Planning Area.

Recorded vote.

YEAS: Mayor Morrow, Aldermen Kiss, Caplan, Horwath, Corsini, Morelli, Haining, Wilson, Eisenberger, Collins, Charters, Jackson, Anderson, Kelly, O'Sullivan. 15.

NAYS: Aldermen Copps, D'Amico. -2.

CARRIED.

4. Demolition of 152 Park Street North (PDC00162)

That the Acting Director of Building be authorized to issue a demolition permit for 152 Park Street North in accordance with By-law No. 74-290 pursuant to Section 33 of The Planning Act, as amended.

5. Demolition of 100 Rainbow Drive (PDC000163)

That the Acting Director of Building be authorized to issue a demolition permit for 100 Rainbow Drive in accordance with By-law No. 74-290 pursuant to Section 33 of The Planning Act, as amended.

6. Removal of Holding Zone (ZAR-00-28) – 1780 to 1808 Main Street West (PDC00165)

- (a) That approval be given Ninco Construction Limited, owner, requesting removal of the 'H' – Holding provision under Section 36(1) of the Planning Act, R.S.O., to allow for the development of the subject lands for an eight (8) storey, 48 unit multiple dwelling, for property located at 1780-1808 Main Street West, as shown on the attached map marked as Appendix "D"; and,
- (b) That the Director, Land Development Department, be authorized and directed to prepare a By-law, in a form satisfactory to the Corporate Counsel, to amend Zoning By-law No. 6593, as amended by By-law No. 89-126, and Zoning District Maps W-50 and W-51, for presentation to City Council.

Recorded vote.

YEAS: Mayor Morrow, Aldermen Caplan, Horwath, Corsini, Morelli, Haining, Copps, Wilson, Eisenberger, Collins, Charters, Jackson, Anderson, Kelly, D'Amico, O'Sullivan. 16.

NAYS: Alderman Kiss. -1.

CARRIED.

7. Payment for Accrued Parkland Credit, Allison Estates- Phase 1 (CS00027)

That the amount of \$43,400 be paid to 200 Rymal Road Inc. to purchase that company's parkland credit balance of 1,006.248 square metres (0.248 acres), provided that 200 Rymal Road Inc. execute a release in a form satisfactory to Corporate Counsel and the cost be charged to Account No. COHAM 58534 104090 (Reserve for Parklands).

8. 17 Augusta Street- Designation (PDC00158)

- (a) That approval be given to the Intent to Designate the late Victorian house at 17 Augusta Street, as a property of historical and architectural value, pursuant to the provisions of Part IV of the Ontario Heritage Act, 1997, as outlined in the Reasons for Designation attached hereto and marked as Appendix "E"; and
- (b) That Corporate Counsel be authorized and directed to take appropriate action to have this property designated under the Ontario Heritage Act, 1997.

9. Downtown Convert/Renovate to Residential Loan Program, 11 Rebecca Street, Hamilton (HSB00016)

- (a) That a loan to Rebecca Street Holdings (Hamilton) Inc., (principal Mr. Anthony G. DiCenzo) for building rehabilitation and conversion to 40 residential condominium rental units at 11 Rebecca Street, Hamilton, be authorized upon the Downtown Convert/Renovate to Residential Loan Program, subject to the conditions set out and referred to in this recommendation, including the following details:
 - (i) A maximum loan of \$800,000 under the Downtown Convert/Renovate to Residential Loan Program at an interest rate of 0% for a term of 10 years, together with interest on arrears (if any), at the same rate as arrears of realty taxes to be secured by second mortgage on the properties prepared and certified to the by Corporate Counsel and the applicants' lawyer in a form satisfactory to Corporate Counsel;
- (b) That the loan amounting to \$800,000 be subject to the following conditions:
 - (i) That the applicant be required to fulfill all the borrowing requirements of the City of Hamilton with respect to the Downtown Convert/Renovate to Residential Loan Program, including, evidence satisfactory to the City, of the owners' equity of not less than 25% of the appraised value after deducting from

such appraised value, the owners' mortgages and other encumbrances, such as liens or realty tax arrears and the balance of the loan shall be re-payable to the City in the event the applicant ceases to own the property (except to the extent the property is registered as a residential condominium);

- (ii) That upon the applicant meeting all loan conditions, advances of the City's loan to the applicant and its contractor be authorized provided the applicant has, prior to the advance of the City's loan, fully applied its equity and first mortgage loan funds and provided further that:
 - 1. All advances are subject to compliance with the Construction Lien Act and other usual requirements of lenders;
 - 2. At the time of each loan advance:
 - there remains at least 25% owners' equity (as described above) in the properties;
 - the applicants' architect (or consulting engineer) certifies to the City that the value of the work to be done under the construction contract(s) is sufficient to substantially complete construction for the building rehabilitation and conversion to 40 units and the value of the said remaining work is less than the amount of the City's loans; and,
 - the said applicant is the registered owner of the property.
- (iii) Approval by the Ministry of Municipal Affairs and Housing of an amended Downtown Community Improvement Plan permitting the amendments to the Downtown Convert/Renovate to Residential Loan Program;
- (iv) That the applicant has applied for and received a building permit within 4 months of the approval by the Ministry of Municipal Affairs and Housing of the Downtown Community Improvement Plan amendment;
- (v) That the client commence construction within 3 months of receipt of the building permit; and,
- (vi) Such other terms and conditions that Council may, in its discretion, require.

10. Bills:

That the following Bills be adopted, signed, sealed and enrolled as By-laws:

- (a) C-069 A By-law to Amend Zoning By-law No. 6593 respecting lands located at Municipal Nos. 158 and 166 Stone Church Road West.
- (b) C-070 A By-law to Amend Zoning By-law No. 6593 as amended by Zoning By-laws No. 89-126 and 89-178 respecting lands located at Municipal Nos. 1780, 1790, 1796 and 1808 Main Street West.
- (c) C-071 A By-law to Adopt Official Plan Amendment No. 168 Respecting lands located East of Lake Avenue North and South of Strawberry Drive.
- (d) C-072 A By-law to Amend Zoning By-law No. 6593 Respecting Lands Located East of Lake Avenue North and South of Strawberry Drive.
- (e) C-073 A By-law to Adopt Amendments to the Downtown Hamilton Community Improvement Plan **ADDED.**
- (f) C-074 A By-law to Alter the limits of the Downtown Hamilton Community Improvement Project Area **ADDED.**
- (g) C-075 A By-law to adopt the Downtown Hamilton Community Improvement Plan for the additional districts of the Downtown Hamilton Community Improvement Project Area. **ADDED.**

FOR THE INFORMATION OF CITY COUNCIL:

- (a) **Declarations of Interest (Item 1)**

None declared.

- (b) **Adoption of Minutes – September 20, 2000 (Item 3.1)**

The Minutes of the meeting held September 20, 2000 were adopted.

- (c) **Neighbourhood Plan Amendment – Changes to the Proposed Road Pattern in the North-East Quadrant of the Gourley Neighbourhood Plan (P5-2-53) (PDC00156) (Previously Tabled) (Item 2.1)**

The Chairman advised that, as per the Planning Act, the Ontario Municipal Board has the authority to dismiss any appeal of a person not presenting an oral statement or written statement at the Public Hearing.

A submission was received from Cindy and Rob Vanderstar, 189 Chesley Street Hamilton.

Ward Campbell, of Starward Homes and the prospective purchaser from St. Clair Construction were present in support of the recommendation.

Paul Mallard gave a brief overview of the staff report. Of 120 notices circulated, 10 replied in favour and 6 opposed.

The following People were present in objection to the recommendation:

Cindy Vanderstar, 189 Chesley Street, Hamilton
Joe Rasso, 146 Chester Avenue, Hamilton
Mario Posteraro, 207 Chesley Street, Hamilton
Rose Charmee, 133 Chester Street, Hamilton
John Bielak, 210 Chesley Street, Hamilton
Dan Meyer, 204 Chesley Street, Hamilton
Vito Battista, Chesley Street, Hamilton
Mary Codnick, 150 Chester Street, Hamilton

They were opposed based on the following:

- increase in traffic
- safety concerns regarding children and people using public transit
- lack of sidewalks and curbing
- improper notification of the meeting
- support for original Neighbourhood plan
- negative change in the residents quality of life

Ward Campbell stated that the side walks and curb matter is a separate issue. He said that eventually traffic will be shared with Annabelle, Appleblossom and Brigadoon Streets. The change will result in less traffic at the elementary school in the subdivision.

Paul Mallard advised that there is no statutory requirement for 120 Metre circularization for neighbourhood plans as there is for zoning. In this case everyone within 120 metres was notified in addition to all those residents with an address on Chesley Street.

Following discussion, the Committee resolved to deny the recommendation of the General Manager, Community Planning and Development Division.

- (d) **Further Modification in Zoning for the South-East Corner of Chedmac Drive and Redfern Avenue (ZAR-00-26) (PDC00160) (item 2.2)**

The Chairman advised that, as per the Planning Act, the Ontario Municipal Board has the authority to dismiss any appeal of a person

not presenting an oral statement or written statement at the Public Hearing.

Submissions were received from the following:'

- (i) Susan and Robert Stringer, 132 Redfern Avenue, Lot 18, Hamilton
- (ii) Elaine Stewart, 60 Redfern Avenue, Hamilton

Brenda Khes was present in support of the recommendation together with architect Barbara Miszkiel, and Vicki Barrett, the Vice president of Planning for St. Peter's.

Paul Mallard gave a brief overview of the staff report. Of 90 notices circulated, 11 replied in favour and 14 opposed.

Barbara Miszkiel advised that the Ministry has developed new guidelines for nursing homes to make them more residential in nature. She advised that proposal will have pods of residential development.

Ms. Khes stated that she is prepared to work with neighbourhood residents, and staff to find parking that is not disruptive. She said that traffic will not be a concern because the residents do not drive and there is not a large amount of staffing. The development will be 2 1/2 stories in height whereas the present use allows 3 stories in phase 1 and 6 stories in phase 2. The use is consistent with health care uses with significant landscaping and buffering.

Florence Leat, a patient of St. Peter's Hospital was present to give her testament to the care she has been given while at the hospital.

Bob Herd of 40 Redfern Avenue was present in support of the proposal but was concerned that many people are being told that there is a swimming pool proposed for this same property. Louis Clark of 134 Chedmac Drive and Peter Foulds of 3 Douglas Drive, Caledon, who recently purchased a home in the neighbourhood concurred.

Angela Nicol of 36 Redfern Avenue concurred and asked what the use will be for the lands to the East of Phase 2.

Mohamed Al Kaabi of 152 Redfern Avenue was opposed because he believes the plans should not be changed.

Alderman D'Amico stated that the aquatic centre was proposed for the Toronto bid for the 1996 Olympics that did not materialize. He stated that the issues of parking and traffic will be addressed at the site plan stage. He supports it but ensures that he residents concerns will be addressed in the site plan.

Alderman Corsini stated that traffic controlling devices should be implemented in this area.

In response to a question from Alderman Copps, Ms. Barrett advised that there will be no rest bit care in this facility.

- (e) **Columbia International College, Owner, for a further Modification to the Established "HH" District for 1033 Main Street West (ZAR-00-29), (PDC00164) (Item 2.3)**

The Chairman advised that, as per the Planning Act, the Ontario Municipal Board has the authority to dismiss any appeal of a person not presenting an oral statement or written statement at the Public Hearing.

Paul Mallard gave a brief overview of the staff report. Of 84 notices circulated, 5 replied in favour and 3 opposed.

John Ariens of Planning and Engineering Initiatives and Jim Campbell of Columbia College were present in support of the recommendation.

Mr. Ariens advised that an additional 45-50 parking spaces above and beyond that which is required are being created as a result of the Ainslie school opening and this proposal. As a result there will be less street parking and disruption to surrounding residents. He stated that he and the administration will work with area residents, staff and members of the Planning and Development Committee to resolve any concerns.

The following People were present in objection to the recommendation:

Evelyn Ohayou, 19 Dow Avenue, Hamilton
Jack Leon, 25 Dow Avenue, Hamilton
Aaron Shiftman, 15 Dow Avenue, Hamilton

They were opposed based on the following:

- behavioural problems associated with trespassing students
- safety issues associated with increased traffic
- decrease in property values
- lack of student supervision

It was suggested that there be more after hours supervision and that a high fence be erected surrounding the property.

John Ariens suggested that the student vehicular problem is from off campus students. He advised that the school has a zero tolerance policy on substance abuse that results in automatic expulsion. The issue of fencing will be addressed.

J. Campbell advised that all neighbourhood complaints will be investigated.

Following discussion, the Committee concurred that the issue be approved and brought forward to Council and that in the interim the Ward Alderman and others meet with the proponents in order to resolve neighbours concerns and should these concerns not be addressed the matter is to be referred back to Committee.

A recorded vote was called on the main motion as follows:

Recorded vote:

Yeas: Mayor Morrow, Aldermen Caplan, Corsini, Charters, Kelly -5

Nays: Aldermen Copps, D'Amico -2

Carried.

(f) Information Items (Item 4.5)

That the following Information Items as previously distributed to Members of the Planning and Development Committee be received:

- (i) Commissioner, Department of Public Works and Traffic re: 12th Annual Business Development Seminar – October 23, 2000, (PWT00155) dated September 15, 2000.
- (ii) Commissioner, Department of Public Works and Traffic re: Business Improvement Areas – Second Annual Excellence in Property Awards (PWT00156) dated September 14, 2000.
- (iii) Commissioner, Department of Public Works and Traffic re: Downtown Hamilton Business Improvement Area (BIA) Revised Board of Management (PWT00160) dated September 20, 2000.

(g) 17 Augusta Street- Designation (PDC00158)(Added Item)

The Committee suspended the rules of order to allow this item to be added to the agenda.

- (h) **Request for a waiver of the 2 year building requirement as per bill Parks and Recreation Committee 140 for Belvidere property from Clair W. Sellens (Item 5.1)**

Alderman Kelly requested and the Committee concurred that this item be tabled to the next regularly scheduled meeting of the Planning and Development Committee in order to allow Mr. Sellens to provide additional information.

- (i) **Downtown Convert/Renovate to Residential Loan Program, 11 Rebecca Street, Hamilton (HSB00016) (Item 5.2)**

Mark Mascarenhas advised the Committee that there is a typographical error in the recommendation that has omitted the word "City". The Committee corrected the recommendation as a friendly amendment.

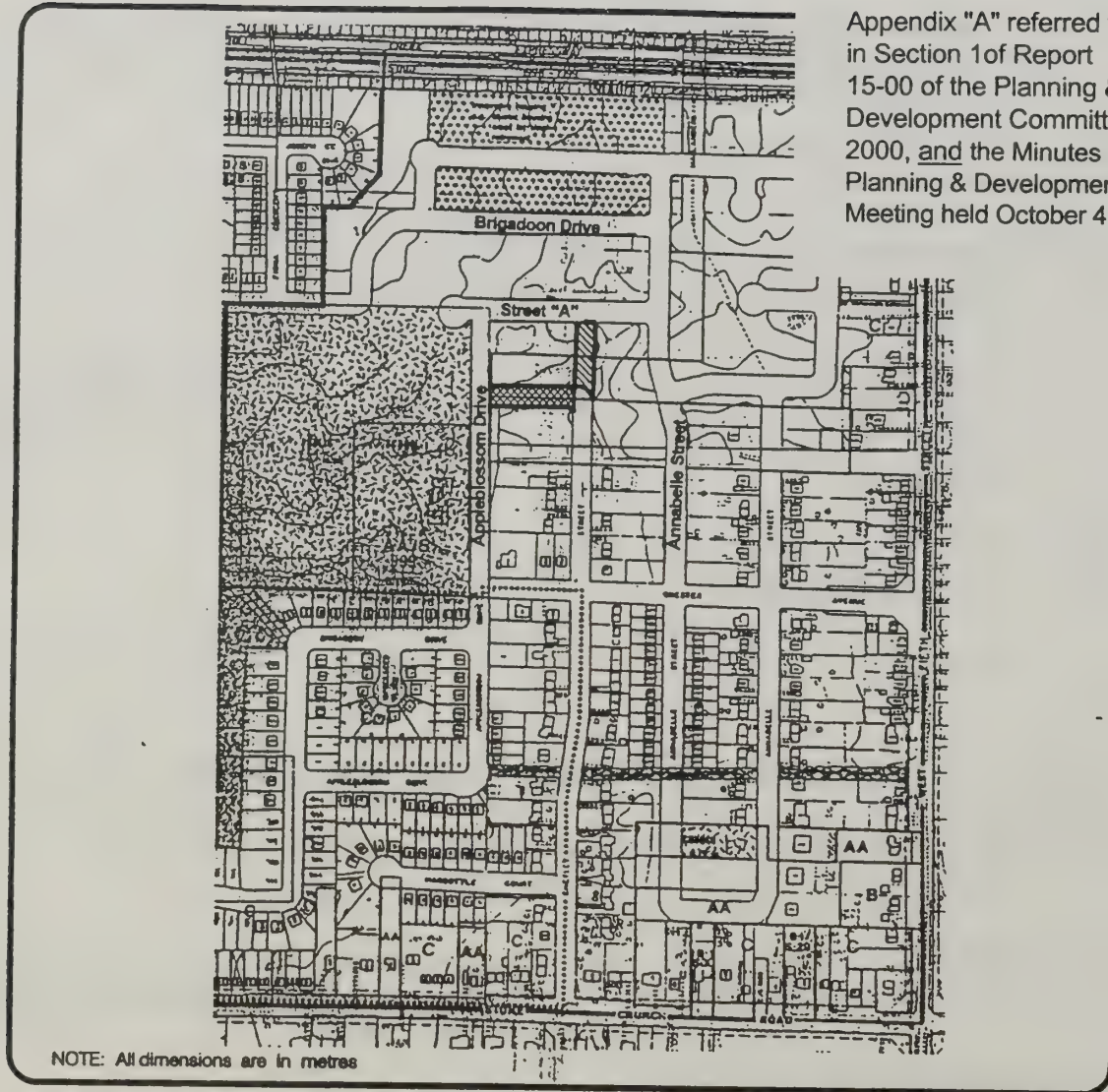
- (j) **OTHER BUSINESS**

None.

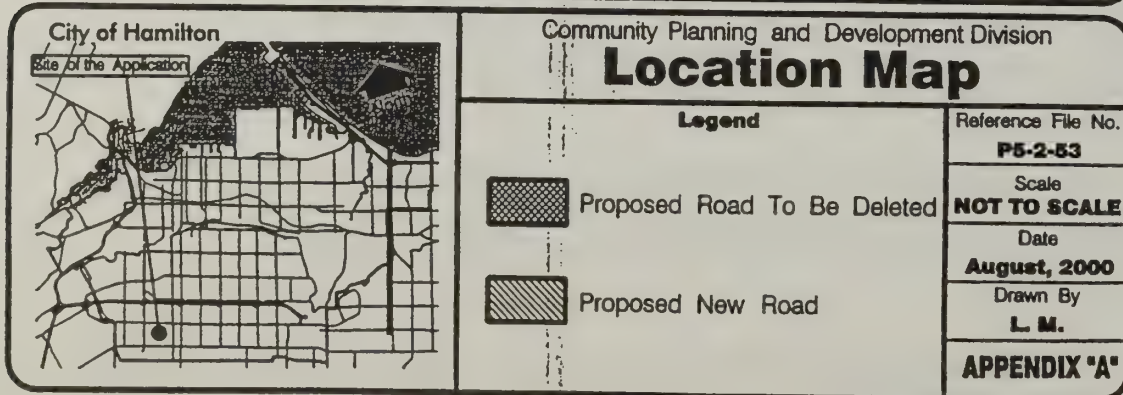
Note: The meeting of the Planning and Development Committee adjourned at 11:35 a.m.

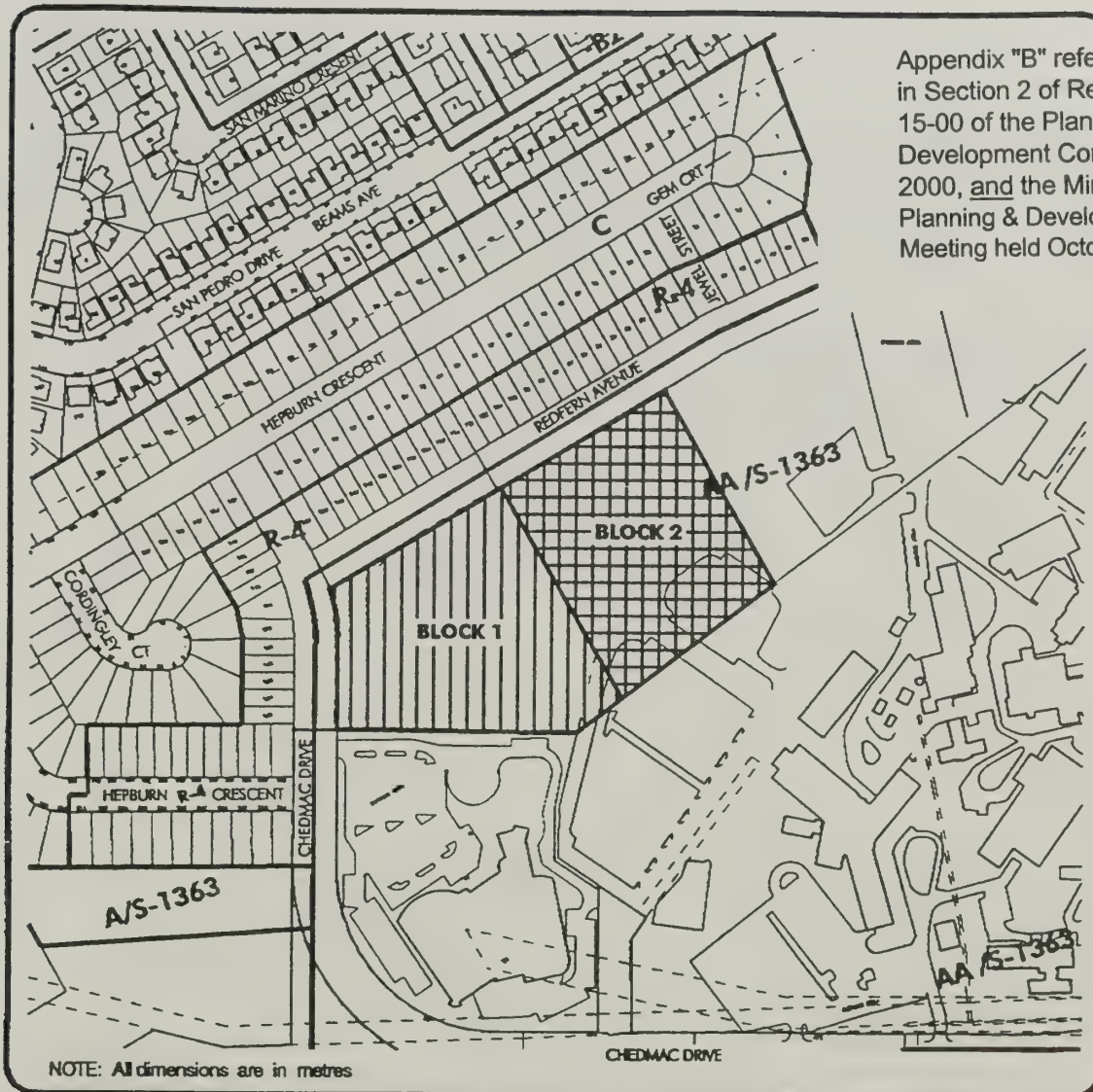
**Alderman F. D'Amico, Chairperson
Planning and Development Committee**

**Tina Agnello, Legislative Assistant
October 4, 2000**

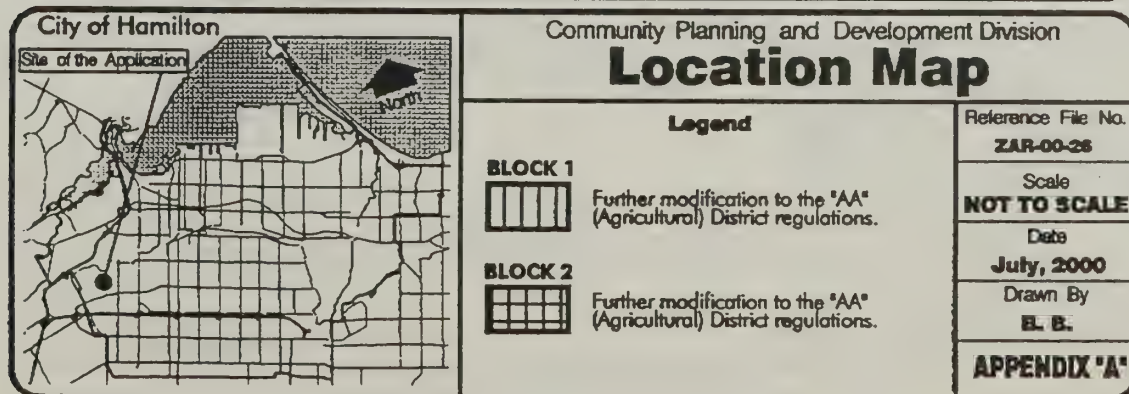


Appendix "A" referred to in Section 1 of Report 15-00 of the Planning & Development Committee for 2000, and the Minutes of the Planning & Development Committee Meeting held October 4, 2000.

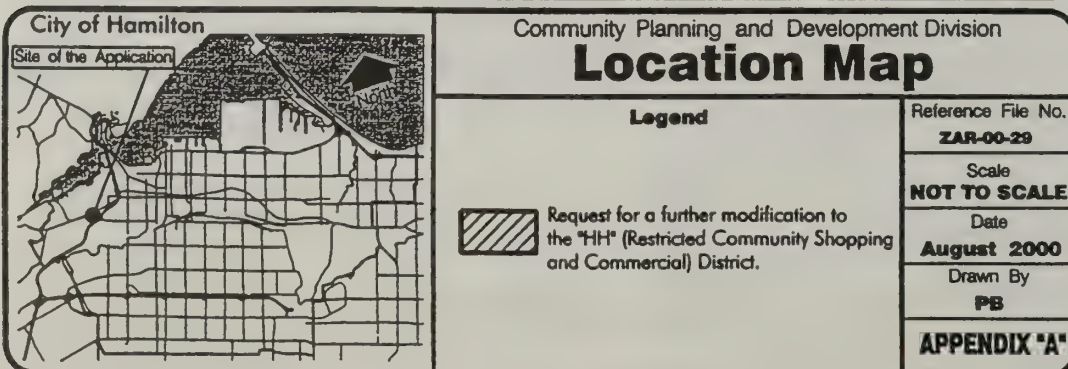
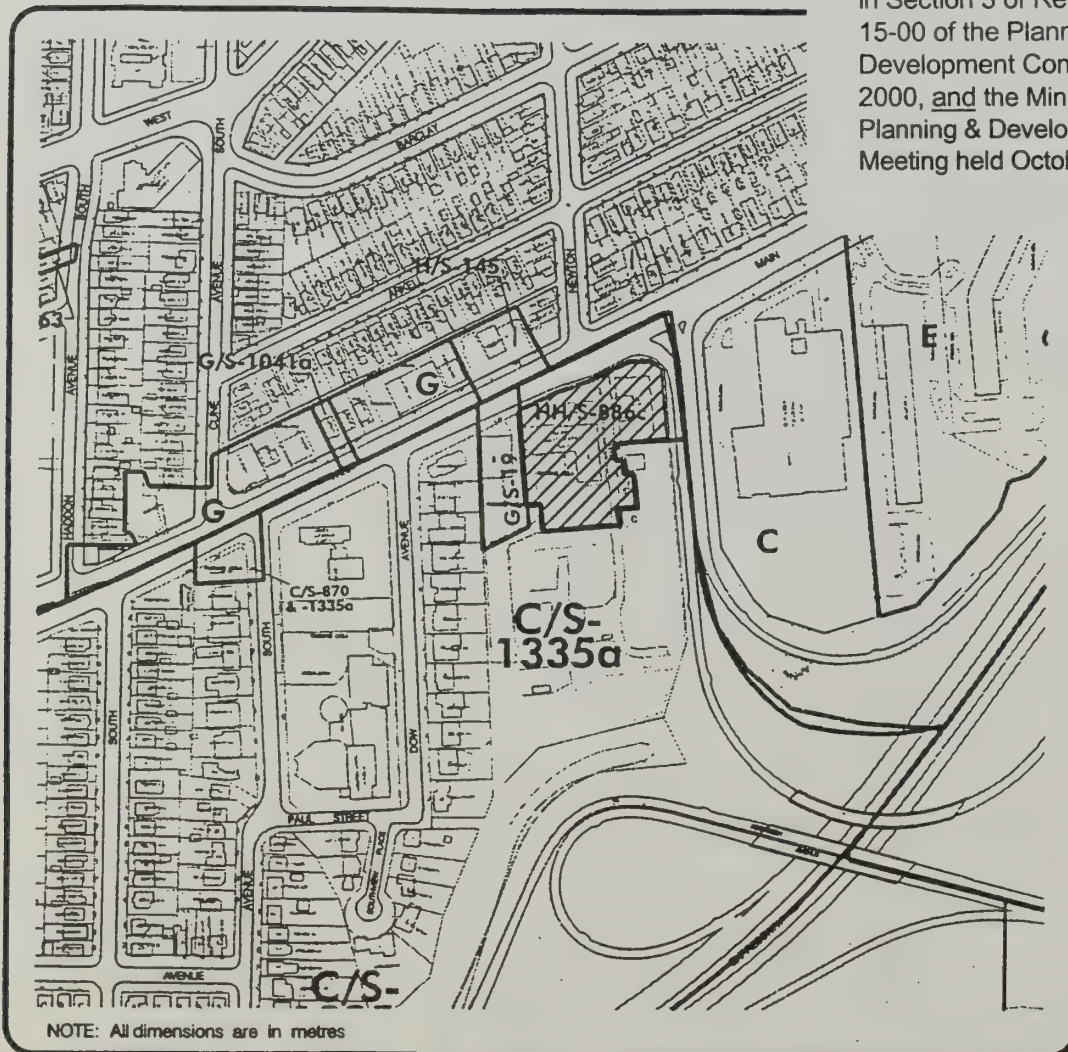


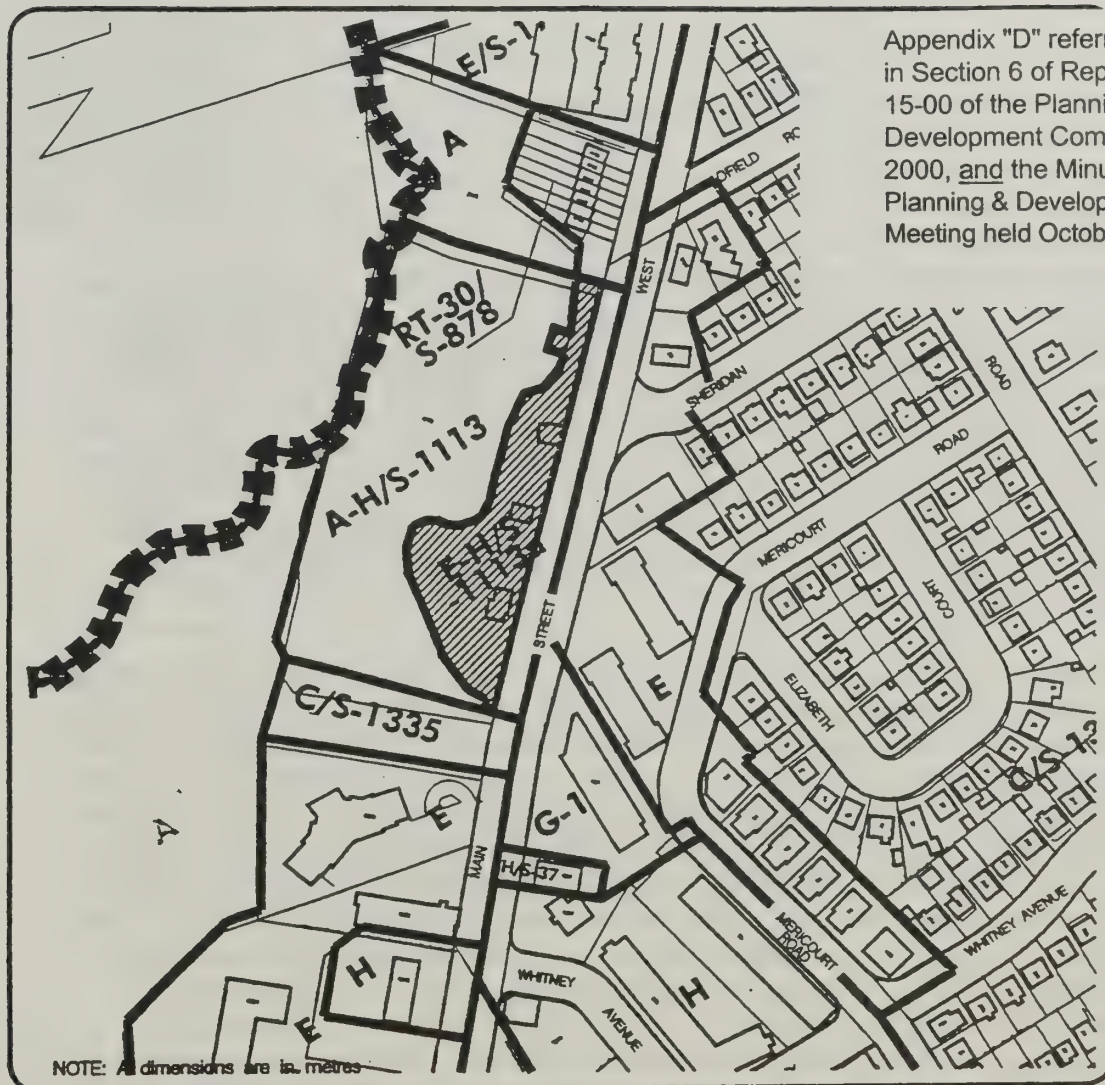


Appendix "B" referred to in Section 2 of Report 15-00 of the Planning & Development Committee for 2000, and the Minutes of the Planning & Development Committee Meeting held October 4, 2000.

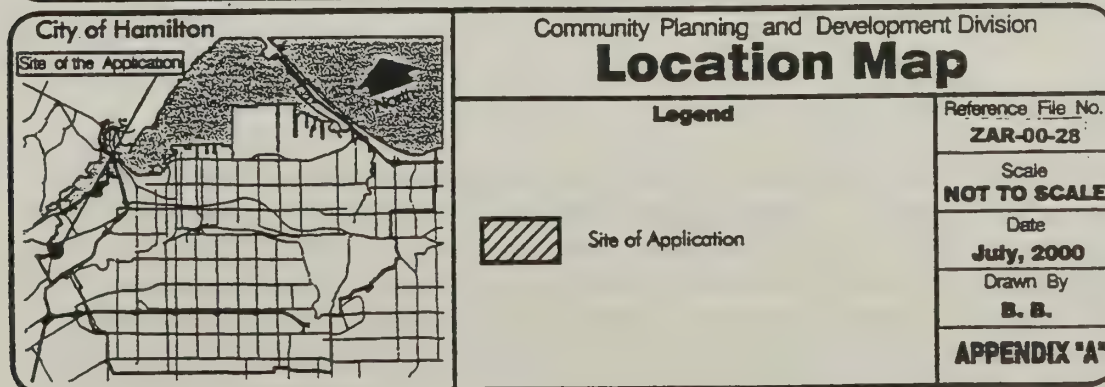


Appendix "C" referred to in Section 3 of Report 15-00 of the Planning & Development Committee for 2000, and the Minutes of the Planning & Development Committee Meeting held October 4, 2000.





Appendix "D" referred to in Section 6 of Report 15-00 of the Planning & Development Committee for 2000, and the Minutes of the Planning & Development Committee Meeting held October 4, 2000.



REASONS FOR DESIGNATION 17 Augusta Street, Hamilton

Appendix "E" referred to in Section 8 of Report 15-00 of the Planning & Development Committee for 2000, and the Minutes of the Planning & Development Committee Meeting held October 4, 2000.

Context

The 2 1/2 storey late Victorian brick house at 17 Augusta Street was built in the area of Hamilton known as Corktown (named after the city of Cork in Ireland). As early as the 1840s, many of Hamilton's Irish immigrants settled south of Main Street in the area between James and Catharine Streets. By the 1890s, Corktown had evolved into a densely populated residential area. Augusta Street between James and John, was continuously lined with 1 to 2 1/2 storey houses. One block to the north was the new Toronto Hamilton & Buffalo Railway line, with its Victorian railway station at the north-east corner of Hunter and James. In the block north of Augusta and east of Hughson was an open air market square known as the Hay Market.

Since the 1950s, the tightly-knit urban fabric of the northern part of Corktown has been steadily eroded by the demolition of 19th century buildings, with some sites left vacant (now parking areas) and others redeveloped for high-rise apartment and office buildings. Today the house at 17 Augusta Street forms part of a small enclave of historic buildings extending along Augusta east of James to Hughson and south on Hughson to Haymarket Street. These buildings largely comprise detached or semi-detached houses dating from the mid to the late 19th century and converted in recent years to restaurants and other commercial uses. This building cluster is now surrounded by parking lots and post-war construction. Notable landmarks in the immediate vicinity include the T.H. & B Station, completed in 1933 and renovated in the 1990s to serve as the Hamilton GO Centre, and the St. Charles Garnier Roman Catholic Church erected in 1966 at the south-east corner of Augusta and Hughson.

History

The house at 17 Augusta Street appears to have been erected in 1895 for Thomas J. Leatherdale, a photographer, who sold it to William Crowther Jr., a chiropodist, in 1897. The property was owned and occupied by the Crowther family until 1911, when it was sold to Frances Stephenson. It then underwent several more changes of ownership before being purchased by the current owner in 1986. In 1989, the house was renovated and substantially enlarged by a one-storey rear addition for use as a restaurant.

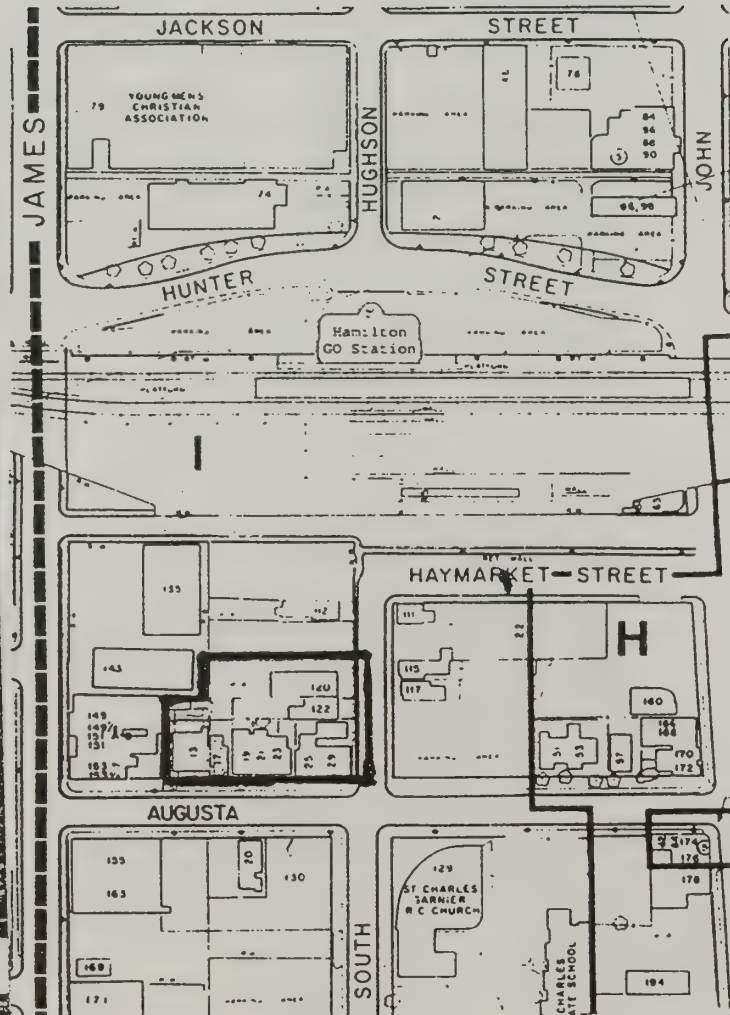
Architecture

17 Augusta Street is typical of the late Victorian brick houses and terraces erected in the Corktown neighbourhood. The configuration of the doorway and windows of the front facade, similar to the house next door at 19 Augusta Street, consists of a side entrance with a single door surmounted by a stained glass transom light, a projecting hexagonal bay window with stained glass panels above the three windows, and single and paired upper storey windows with segmentally-arched brick lintels and contrasting keystones (now painted the same colour as the brick masonry). The bay window is embellished with four colonnettes and a decorative moulding below the roof soffit. Typical of Hamilton's terrace housing are the parapet end walls with stone corbels and built-in chimneys, a less common feature of detached housing but not unusual in Corktown. The gabled dormer over the paired windows appears to be an early 20th century addition. More recent changes include the removal of the four chimneys built into the parapet walls, the replacement of the original wood sash windows on the second storey with fixed pane thermopane units, and the installation of a new front door in 1989.

Designated Features

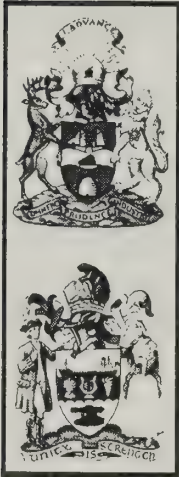
Important to the preservation of 17 Augusta Street are the original architectural features of the front (south), east and west facades, including the four stained glass transom windows, but excluding the front door and any added or replacement windows.

17 Augusta Street



Section of the Corktown zoning map.

17 Augusta is located in an area previously identified as a potential heritage conservation district. This area is identified by the boundary in the above map, and the house itself is shaded.



REPORT

CITY OF HAMILTON FINANCE AND ADMINISTRATION COMMITTEE

Tuesday, October 3, 2000

9:30 a.m.

Council Chambers, Hamilton City Hall
71 Main Street West, Hamilton

Present:

City Finance and Administration Committee

Alderman D. Wilson (Chairman), Alderman D. O'Sullivan (Vice-Chairman), Aldermen M. Caplan, D. Haining, C. Collins, B. Charters, B. Kelly

Regrets:

Mayor R. Morrow - City business
Alderman A. Horwath - medical reasons

Also present:

T. Bradbury, M. Hazell, L. Bourns, R. Fair, H. Kayal,
Deputy Fire Chief K. Knoflook, K. Nutley, B. McMullin,
Kathryn Davies, KPMG, Franca Fracassi, KPMG, S. Reeder

Alderman D. O'Sullivan, Vice-Chairman called the meeting to order.

**THE FINANCE AND ADMINISTRATION COMMITTEE PRESENTS REPORT 15-00
AND RESPECTFULLY RECOMMENDS:**

1. **1999 Hamilton Municipal Retirement Fund Pension Financial Statements (FIN00104)** (Item 1)
 - (a) That the 1999 Audited Financial Statements contained in Report FIN00104 be approved; and,
 - (b) That the Acting General Manager of Finance be directed to forward the 1999 Audited Financial Statements for the Pension Fund for the Hamilton Municipal Retirement Fund to the Financial Services Commission of Ontario.

2. **Hamilton Fire Stations No. 10, Major Renovations, Expansion and Ambulance Station Inclusion, Approval of Construction Contract Award (CSC00130)** (Item 3)

- (a) That staff be authorized to issue a Purchase Order to G. S. Wark of Hamilton in the amount of One Million Five Hundred and Thirty One Thousand Dollars (\$ 1,531,000) including applicable taxes of Ninety Five Thousand Seven Hundred and Ten Dollars (\$ 95,710) for Hamilton Fire Station No. 10 Major Renovations and Expansion and Ambulance Station Inclusion as detailed in the Contract Documents C3-1600 issued in August 2000; and,
- (b) That a contract satisfactory to Corporate Counsel be entered into between the City and the Contractor; and,
- (c) That the Mayor and the Acting Municipal Clerk be authorized to execute the contract on behalf of the City; and,
- (d) That the General Manager of the Community Services Division be authorized to expend a project contingency of Two Hundred Thousand Dollars (\$ 200,000) for unforeseen an additional project requirements.

3. **Declaration of Surplus Property/Sale of part of Bedford Street; Sale to Muraca (CS00029)** (Item 4)

- (a) That the lands forming part of the unopened road allowance of part of Bedford Street being Parts 28 and 29, Plan 62R-12578, be declared surplus to the requirements of the City in accordance with Real Property Sales Procedural By-law 95-049; and,
- (b) That the Real Estate Section, Facilities Management Department be authorized and directed to sell the subject properties in accordance with the Real Property Sales Procedural By-law 95-049 and,
- (c) That an Offer to Purchase (Highway Closure) for the unopened road allowance of part of Bedford Street, being Parts 28 and 29, Plan 62R-12578 for the price of \$2,000 to be executed by Lena Muraca, be accepted. The sale is conditional upon the City enacting a By-Law to authorize the stop-up, closure and sale of Parts 28 and 29, Plan 62R-12578. The said transaction is scheduled to close on or before December 29, 2000. Funds derived from this sale be credited to Account No. COHAM 47702-100035 (Reserve for Property Purchases – Sales); and,
- (d) That the required deposit cheque in the amount of \$200 be held by the General Manager of Finance pending Council approval; and,

- (e) That Corporate Counsel be authorized and directed to prepare the necessary transfer and By-Law documents; and,
- (f) That in accordance with the City's Real Property Sales Procedural By-Law No. 95-049 for the Sale of Real Property:
 - (1) satisfactory notice has been given to the public of the intended sale through advertisements in the Hamilton Spectator on August 4, 11, 18 and 25, 2000; and,
 - (2) no appraisal of fair market value of the real property intended to be sold has been obtained as Highway (Public Highway) Closures and Sales are exempt from the appraisal requirement of Section 193 of the Municipal Act; and,
 - (3) That the Municipal Clerk be authorized and directed to execute and issue a Certificate of Compliance in the form prescribed pursuant to Section 193 of the Municipal Act.

4. **Authorization to enter into Extension Agreements on specific properties for the payment of realty tax arrears (FIN00107) (Item 6)**

- (a) That the City be authorized to enter into Extension Agreements, if required, in a form satisfactory to the Corporate Counsel and the General Manager, Finance pursuant to Section 8 of the Municipal Tax Sales Act, with the owners as outlined in Bill D-039 contained in Report 15-00 of the Finance and Administration Committee, to extend the time open for payment of realty tax arrears in accordance with the policy for extension agreements approved by City Council on June 28, 1994; and,
- (b) That the by-law to authorize the said Extension Agreements be enacted by Council; and,
- (c) That the Mayor and Acting Municipal Clerk be authorized to execute the aforesaid by-law and extension agreements.

5. **Voluntary Early Retirement Program/Voluntary Exit Program - Transition Board Report TB0014 (CM0021) (Item 7)**

That the Voluntary Early Retirement Program/Voluntary Exit Program developed by the Transition Board be received.

6. **Bills**

That the following Bills be adopted, signed, sealed and enrolled as By-laws:

- (a) D-039 A By-law to Authorize an Extension Agreement for payment of Realty Tax Arrears.
- (b) D-040 A By-law to Confirm the Proceedings of the Council of the Corporation of the City of Hamilton.

FOR THE INFORMATION OF CITY COUNCIL:**(a) Declarations of Interest (Item 1)**

None declared.

(b) Information Item (Item f)

The Committee received the Information Report of the Acting General Manager of Finance respecting the Transition Board Budget (FIN00099)

(c) Minutes (Item g and h)

The Committee approved the minutes of their meeting held on Tuesday, June 6, 2000 and Tuesday, June 20, 2000.

(d) Hamilton Fire Department 3-Year Business Plan Strategy Update (CSC00134) (Item 2)

The Committee agreed to table Report CSC00134 and request that the General Manager, Community Services report back on alternatives.

(e) Declaration of Surplus Property - Cherryridge Close, Part of Block 37, Plan 62M-480; Part 1, Plan 62R-15501 (CS00028) (Item 5)

At the request of Alderman Collins, the Committee agreed to table this matter to the next meeting in order that the Ward Alderman can have the opportunity to discuss this issue with the neighbourhood residents.

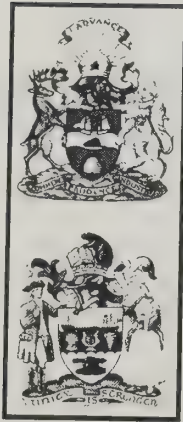
(f) Other Business (Item 8)

The Committee requested that the Clerk review and report back on the City's Policies respecting the releasing of confidential information by elected officials to the media.

Note: The meeting of the City Finance and Administration Committee adjourned at 10:30 a.m.

**Alderman D. Wilson, Chairman
City Finance and Administration Committee**

**Susan K. Reeder,
Acting Manager of Legislative Services/Records
October 3, 2000**



REPORT

CITY OF HAMILTON
HIS WORSHIP MAYOR
ROBERT M. MORROW

Monday, September 18, 2000

THE MAYOR PRESENTS REPORT 02-00 AND RESPECTFULLY RECOMMENDS:

1. **Mayor's Committee Against Racism and Discrimination Sponsored Workshop on Revised Sub-Committee Structure**
 - (a) That the attached Minutes of the Mayor's Committee Against Racism and Discrimination sponsored workshop, held September 13, 2000, and attached hereto as Appendix "A", be received and referred to the new City Council for consideration;
 - (b) That the following recommendations from the Mayor's Committee Against Racism and other members of the Community be referred to the new City Council for consideration:
 - (i) That a structure be put in place that ensures issues of Access, Equity and Human Rights are reflected in the actions of all areas of the new corporation and Council; and,
 - (ii) That one of the functions of a Co-ordination and Monitoring Committee is to see that Council holds itself accountable to the community and that the corporation continues to monitor that it is in fact moving forward on issues of Access, Equity and Human Rights.

Mayor R.M. Morrow

Stella Glover, Legislative Assistant,
September 18, 2000

MINUTES

CITY OF HAMILTON MAYOR'S COMMITTEE AGAINST RACISM AND DISCRIMINATION

WORKSHOP TO EXPLORE IDEAS FOR COMMITTEE STRUCTURES FOR GROUPS WITH ACCESS AND EQUITY ISSUES

Wednesday, September 13, 2000

7:00 p.m.

Council Chamber, Hamilton City Hall
71 Main Street West, Hamilton

Present:

Ald. Andrea Horwath – Mayor's Ctte Against Racism & Disc.
Ald. Marvin Caplan – Mayor's Ctte Against Racism & Disc.
Vilma Rossi – Mayor's Ctte Against Racism & Disc.
Vincent Samuel – Mayor's Ctte Against Racism & Disc.
Pat Saunders – Mayor's Ctte Against Racism & Disc.
JoAnn Savoie – Mayor's Ctte Against Racism & Disc.
Joan MacDonald, Mayor's Status of Women Committee
Geneva Neale – Mayor's Status of Women Committee
Elize Hartley – Mayor's Status of Women Committee
Marg. Kowalski - Canadian Heritage
Carolann Fernandes - Mundialization Committee
Neville Nunes - Mundialization Committee
Douglas Davies – United Nations Association
Sheila Davies – Childrens International Learning Centre
Norma Berti – Council of Women
Mary Sinclair
Harry Chung
Stella Glover

Alderman A. Horwath, Chairperson, called the meeting to order.

**Mayor's Committee Against
Racism and Discrimination
Workshop**

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Minutes of September 13, 2000

1. Welcome

Ald. Horwath welcomed and thanked everyone for attending. She explained that the reason for the workshop was to explore ways in which access and equity issues may be brought forward by the community to the New City of Hamilton. It was then the intention to take this information back to the Mayor's Committee Against Racism and Discrimination and ask them to take it forward to the Transition Board and City Council.

2. Introductions

Persons present identified themselves, and their particular interest and reasons for attending.

3. Committee Models

Ald. Caplan spoke of three models for consideration:

1. Status Quo retaining the same ideas
2. An Umbrella "Access and Equity Committee" with specific issue oriented sub-committees
3. External Committees which would stand alone and be funded by the City e.g. Vision 2020 and United Disabled Consumers

4. Status Quo

Ald. Horwath explained the status quo, being the present system whereby special interest committees report to Standing Committees, who if they are in agreement, take the recommendations/request forward to Council. Two exceptions to these are the Mayor's Committee Against Racism and Discrimination and the Mayor's Status of Women Committee, who both report directly through the Mayor to City Council.

**Mayor's Committee Against
Racism and Discrimination
Workshop**

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Minutes of September 13, 2000

5. External Committees

An external committee system was considered where special interest groups would be autonomous but would apply to Council for grants. The benefit to these groups (other than financial) was questionable as they would not necessarily provide information and/or have input to Council. Funding and support may be more vulnerable under this model as the new City makes efforts to reduce its budgets over time.

6. Other Needs Identified

General discussion ensued and the following Other Needs were identified:

- an office (staffed and resourced by the City) for Access and Equity Issues to ensure implementation and follow up (An Access and Equity Unit);
- Council needs to be more reflective of the community;
- the New City provides an opportunity to have issues addressed in all areas (i.e. where they do not presently exist);
- safety and security are underlying common themes;
- employment equity;
- offices of Access and Equity Committee to be accessible.

7. Access, Equity and Human Rights Umbrella Committee

The pros and cons of this model were considered:

Pros:

- cross pollination;
- better for Committee of the Whole system (COW);
- sends a message of importance;
- strong voices separately and even stronger voice under an umbrella;
- greater clarity (for members of Council);

Cons:

- people have to choose the area of interest/priority issue;
- possible reduction of strength of issue;
- Council is perhaps less accountable because it has fewer committees to "answer to";

**Mayor's Committee Against
Racism and Discrimination
Workshop**

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Minutes of September 13, 2000

- equity and access are two different issues and run the risk of melding them together and losing their separate importance;
- language is a concern.

After a short recess the consensus was that the Umbrella model had some merit and further consideration was given to this model:

The Co-ordinating and Monitoring Umbrella Committee:

- is to have representatives from each Priority Issues Committee;
- is to have political representatives;
- job is to flow recommendations from the Priority Issues Committees to the Corporation for implementation;
- is to monitor/track recommendations on how implemented;
- IS NOT TO filter recommendations of Priority Issues Committees;
- Is to identify corporate issues to be disseminated and dealt with by Priority Issues Committees;
- both internal staff and external people will be invited to participate as resource people.

Sub-Committee Members:

- a level of knowledge and understanding should exist;
- "Selection Committee" should be at least 50% Community membership - Co-ordinating Committee to be Selection Committee;
- New Council will consult with "pre-2001" committee members re membership of new Priority Interest Committees;
- Priority Issue Committees to determine own processes for decision making and self select for succession;
- Consists of community members only with attending politician.

Priority Issues Committees:

Suggestions for Priority Issues for the new City of Hamilton included:

- Aboriginal affairs
- Disability Issues

**Mayor's Committee Against
Racism and Discrimination
Workshop**

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Minutes of September 13, 2000

- Status of Women
- Anti-racism and Ethno Cultural Issues
- Lesbian, Gay, Bi-Sexual and Transgendered Issues
- Seniors Issues
- Youth Issues
- Immigrant and Refugee Issues

As time was running out, Alderman Horwath invited anyone who was interested in pursuing this matter further to attend the next meeting of the Mayor's Committee Against Racism and Discrimination on Monday, September 18 at 5:15 p.m. in Room 219, Hamilton City Hall, where this item will be on the Agenda.

8. Forum/Consultation on Immigrant and Refugee Issues

Ald. Caplan invited everyone to attend the Forum/Consultation on Immigrant and Refugee Issues which is being hosted by the Advisory Committee on Immigrant and Refugee Issues on Saturday, September 16, 2000 at Cathedral High School.

Note: The workshop adjourned at 10:30 p.m.

**Alderman Andrea Horwath, Chairperson
Mayor's Committee Against Racism and Discrimination**

**Stella Glover, Legislative Assistant,
September 13, 2000**



MINUTES

CITY OF HAMILTON CITY COUNCIL

Friday, October 20, 2000
6:00 p.m.
Council Chambers, Hamilton City Hall
71 Main Street West, Hamilton

URBAN MUNICIPAL

NOV 06 2000

GOVERNMENT DOCUMENTS

Present: Mayor R. M. Morrow;
Aldermen M. Kiss, M. Caplan, R. Corsini, D. Wilson, G. Copps,
F. Eisenberger, B. Charters, D. O'Sullivan

Regrets: Alderman A. Horwath - Sick
Alderman B. Morelli - Family Business
Alderman D. Haining - Other Business
Alderman C. Collins - Other Business
Alderman T. Jackson - City Business
Alderman T. Anderson - Other Business
Alderman B. Kelly - Other Business
Alderman F. D'Amico - Other Business

Mayor R. M. Morrow called the meeting to order.

It was moved by Alderman Kiss and seconded by Alderman Caplan that Council move into Committee of the Whole to consider a resolution respecting the Hamilton Harbour Commission with Mayor Morrow in the chair.

Recorded vote.

YEAS: Mayor Morrow, Aldermen Kiss, Caplan, Corsini, Wilson, Copps,
Eisenberger, Charters, O'Sullivan. -9.

NAYS: -0.

CARRIED.

RESOLUTIONS

It was moved by Alderman Charters and seconded by Alderman Caplan:

- (a) That the Mayor and Acting Municipal Clerk be authorized and directed to execute the attached Agreement between the Corporation of the City of Hamilton and the Hamilton Harbour Commissioners upon the Hamilton Harbour Commissioners ratifying these same documents before October 26, 2000; and,
 - (b) That City Officials be authorized and directed to execute the necessary documents in a form satisfactory to the Director of Legal Services and McCarthy Tetrault to implement the attached agreement between the Corporation of the City of Hamilton and the Hamilton Harbour Commissioners; and,
 - (c) That this recommendation be forwarded to the Transition Board for their approval.
- CARRIED.**

It was moved by Alderman Kiss and seconded by Alderman Caplan that the following Bill be adopted, signed sealed and enrolled as a By-law:

D-041: A By-law to Confirm the Proceedings of the Council of the Corporation of the City of Hamilton

CARRIED.

It was moved by Alderman Kiss and seconded by Alderman Caplan that the Resolution and By-law respecting the Hamilton Harbour Commission and Confirming By-law, be adopted.

Recorded vote.

YEAS: Mayor Morrow, Aldermen Kiss, Caplan, Corsini, Wilson, Copps, Eisenberger, Charters, O'Sullivan. -9.

NAYS: -0.

CARRIED.

Note: The meeting adjourned at 7:30 p.m.

Taken as read and approved,

Mayor R. M. Morrow

K. C. Christenson, Acting Municipal Clerk
October 20, 2000

KCC/dg

SCHEDULE AS
REFERRED TO IN A
RESOLUTION FOR
OCTOBER 20, 2000
SPECIAL CITY COUNCIL
MEETING

THIS AGREEMENT, made this __ day of October, 2000

Between:

The Corporation of the City of Hamilton (the "City of Hamilton")

and

The Hamilton Harbour Commissioners (the "HHC")

Whereas:

a) In view of the long standing areas of disagreement between the City of Hamilton and the HHC, the parties commenced negotiations in an attempt to reach a full and final resolution of all litigation, actions and disputes between the parties. The parties recognize it is not in their interests to declare conquest or further challenge the legitimacy of the other party's claims.

b) The parties recognize continued litigation is not in the best interests of the City of Hamilton, the HHC, the Federal Government or the taxpayers of the community and the country. This Agreement is an attempt to advance harmonious relations, and to recognize the enormous benefits to be gained by balancing the various interests and needs that are served by Hamilton Harbour.

c) The Hamilton Harbour is a resource that serves both economic and social needs. It is recognized as a vital contributor to the success of industry, recreation, transportation, wildlife, shipping, navigation and the natural environment. This Agreement, in addition to settling existing disputes, provides a framework and a vision for future harbour developments. It is a vision that seeks to assist in providing a balance between industrial uses and other uses. We accept the premise that Hamilton Harbour should serve this diversity of needs of the community and the country at large.

d) HHC has, with the cooperation of the parties and the assistance of Nesbitt Burns, completed a review of the financial impact of this Agreement which review has provided HHC with the reasonable financial assurances it required as to its ability to afford this Agreement prior to executing this Agreement.

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e) This Agreement, while providing a statement for the future, is also meant to assist and guide the new Port Authority for Hamilton Harbour to commence its work free of litigation in a spirit of goodwill and understanding. It is for these objectives that the parties have agreed to adopt a Charter for their relationship substantially in accordance with the attached Schedule 1.

1. Windermere Basin

- a) All the lands and lands under water encompassing the area of Windermere Basin shown on the attached Schedule 2A shall be conveyed to the ownership of the City of Hamilton, except for the portion of the lands shown as Part 3 thereon which are shown on the attached Schedule 2B.
- b) Prior to the conveyance of the Windermere Basin lands and lands under water to the City of Hamilton, HHC will terminate any and all leases affecting the lands to be conveyed. HHC will hold the City of Hamilton harmless from and against any claims, and from any costs and expenses arising in connection with the termination of any such leases.
- c) The parties mutually agree to introduce before City Council a zoning-by-law amendment with respect to the defined area of Windermere Basin, so conveyed to the City of Hamilton as outlined herein, to provide that it be zoned and maintained by the City of Hamilton as green and open space.
- d) The parties mutually agree to introduce before City Council a zoning-by-law amendment to provide for:
 - i) the "K" zoning on the defined areas outlined herein, on the south side of Windermere Basin lands and water; and
 - ii) with respect to the north-west section of Windermere Basin retained by HHC, a modified F-4 zoning in accordance with the attached Schedule 3.

HHC agrees that, in the event that Council of the City of Hamilton adopts the zoning by-law amendment for these lands in this paragraph and the preceding paragraph c), HHC will not challenge such modified zoning and will comply with the same in respect of these lands.

- e) With the transfer to the City of Hamilton of the Windermere Basin lands and lands under water, the parties agree that HHC will no longer have any responsibility for

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maintenance, dredging and greenscape development of the Windermere Basin lands and lands under water. Dredging of the Windermere Basin will be undertaken by the City of Hamilton in a timely manner to ensure the build-up of sediment will not impinge upon the shipping, navigation and transportation needs of the harbour's operations. HHC acknowledges and agree that the City will be permitted to deposit dredgeate in the prepared cell on the western edge of Windemere basin, including encroachment on adjacent HHC lands.

2. Eastport

- a) Further to the commitment of the City of Hamilton and HHC to the economic development of the region, the provision of jobs and the maintenance and enhancement of the environment, in addition to its own process for the approval of projects generally, the HHC agrees to implement a site plan approval process for Eastport. In particular, the HHC's site plan approval process shall include the following features:
- i) the proponent shall be required to submit to the City of Hamilton an application for site plan approval;
 - ii) the HHC's site plan control process shall provide for the receipt and consideration by HHC or its designee of a report by the City of Hamilton, which report may include (1) comments received by the City of Hamilton from other agencies to whom the proposal may be circulated by the City of Hamilton, and (2) recommendations with respect to matters that would otherwise be the subject of site plan approval by the City of Hamilton including overall site design, siting of buildings, grading, access and landscaping;
 - iii) if the report by the City identifies a community impact, the project review process shall include a public information and consultation process, including a public meeting relating to the proposal and, where requested by the City or the proponent, provision for referral to an independent review panel (the "Panel") to make recommendations to HHC with respect to the proposal.

The City of Hamilton agrees, to the extent possible, to adapt its usual Site Plan Approval process to such project review process. HHC agrees that in the event that the HHC refuses to accept and be bound by any final recommendation with respect to site plan control matters of a Panel, HHC will not challenge the jurisdiction of the Ontario Municipal Board to hear any appeal regarding such site plan control recommendations, provided that (a) this process shall not derogate from the rights and immunities of HHC with respect to any land use restrictions imposed by the City of Hamilton or the project review process which attempt to prohibit or regulate the use

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of these lands for purposes of navigation and shipping and (b) provided that the City of Hamilton does not attempt to use site plan control requirements in a colourable manner to prevent development of Eastport. The parties adopt wholeheartedly a "Good Neighbour Policy".

- b) The HHC undertakes to develop the Eastport lands by incorporating an increased level of berming, vegetation and quality landscaping, either independently or in concert with port tenants. In aid of this objective, HHC agrees to spend an additional \$50,000 annually, over and above its current capital expenditure budget, to be reviewed after 5 years.
- c) The HHC shall develop a second public parkette along Eastport for harbour viewing purposes and both parkettes shall be publicly accessible.
- d) The parties agree to adopt a higher standard of landscaping and improved aesthetic developments on Eastport, including reasonable view protection guidelines having regard to the best practices adopted by other port authorities in Canada.
- e) All of the above contemplated improvements shall be presented as a component of a master development plan, complete with visuals, costing and staging to be presented to the public for comment and consideration. Nothing herein is intended to derogate from and nothing herein shall be construed as derogating from the provisions of section 48 of the *Canada Marine Act*, in respect of land-use plans of port authorities.

3. West Harbour

- a) The HHC agrees to convey to the City of Hamilton the waterlots in Pier Sites 1, 2, 3, & 4 as highlighted on Plan 62R-15142 attached hereto as Schedule 4. The parties agree that the conveyance of these waterlots shall be subject to (a) restrictive covenants prohibiting any development of the lands of the waterlots currently under water other than in accordance with the West Harbour Development Plan and (b) the public's right of navigation over navigable water.
- b) In addition, the HHC agrees to convey to the City of Hamilton the lands, piers, and waterlots, in Piers 5, 6, 7, and that part of 8, as defined on the attached Schedule 5, together with all buildings and fixtures, and operating assets related to the marina and sailing school owned by the HHC thereon.

-5-

- c) The City of Hamilton will lease back to the HHC the lands, piers, waterlots, slips, operations and buildings, and operating assets generally associated with the lands defined on the attached Schedule 5, for \$1.00 per year for a term of fifteen years on the terms attached hereto as Schedules 6A and 6B.
- d) Upon the termination of the leases referred to in paragraph 3(c) above, the City of Hamilton agrees to offer employment to up to 15 of those of the current HHC employees listed on the attached Schedule 7 employed primarily on or in connection with the leased-back properties at the date of this agreement, who remain so employed as at the termination of the lease, with the City of Hamilton or its designee and upon comparable salary, benefits, terms and conditions, including those with respect to seniority. With respect to any bona fide replacements of up to 15 of the employees listed on the attached Schedule 7 employed on or in connection with the leased-back properties as at the termination of the lease, the City of Hamilton shall have the option either (A) to offer employment in the same manner and on the same terms as above, or (B) to indemnify the HHC in respect of any statutory or common law termination or severance entitlement due to such replacement employee based upon the salaries disclosed in the attached Schedule 7, adjusted for inflation and reasonable market changes.
- e) With respect to the remaining Pier 8 lands,
 - i) Northwest Section: subject to any prior leasehold interests, HHC will convey to Parks Canada, subject to the contractual right of the City of Hamilton described below, land sufficient for the development of an interpretive centre, not to exceed 8.25 acres subject to the following conditions:
 - (1) HHC shall commit financing for the construction of enhanced port facilities on Eastport in an amount of no less than \$15,000,000;
 - (2) in the event that the construction of the interpretative centre facility by Parks Canada is not completed on or before that date which is 36 months from the date of termination of any existing leases or such other date as the parties may agree, the City of Hamilton shall have a right to exercise its right of first refusal to purchase the land, in accordance with the agreement between the City of Hamilton, HHC and Parks Canada with respect to the interpretative centre, a copy of which is attached as Schedule 8;
 - (3) if the land is conveyed to the City of Hamilton, then the City of Hamilton shall lease it back to HHC for the remainder of the same term and on the same conditions as the lease-back in paragraph 3(e)(ii) below;
 - (4) docking by commercial vessels along the northern perimeter of that part of Pier 8 conveyed to Parks Canada under this paragraph shall be permitted for

-6-

the purposes of queuing to load and unload such vessels, all in accordance with the agreement between the City of Hamilton, HHC and Parks Canada with respect to the interpretive centre and the siting and operation thereof, a copy of which is attached as Schedule 8; and (5) restrictive covenants in favour of the City of Hamilton and other surrounding landowners requiring Parks Canada to use the lands only for an interpretive centre.

- ii) Balance of Pier 8: HHC will convey the remaining Pier 8 lands shown on Schedule 9 to the City of Hamilton if the conveyance to Parks Canada in paragraph 3(e)(i) is completed; provided that the City of Hamilton leases back to the HHC the said lands, piers, waterlots, slips, operations and buildings generally associated with that part of Pier 8, for \$1.00 per year for 25 years, subject to review by the parties every five years for determination of whether or not any portion of this part of Pier 8 continues to be used for shipping and navigation purposes. In the event that no portion of the lands is being used for such purposes, the lease-back shall terminate on the review date. In the event of disagreement between the parties on any fifth anniversary review of the use of Pier 8 over whether or not any portion of this part of Pier 8 continues to be used or has commercially reasonable prospects for being used for shipping and navigation, the matter shall be finally resolved, in accordance with the *Commercial Arbitration Act*, R.S.C. 1985 c. 17 (2nd. Supp.), as amended, by a single arbitrator appointed by the parties. During the lease back period HHC agrees not to construct any new facilities on Pier 8 without the consent of the City of Hamilton.
- f) The HHC will be responsible for all maintenance and repairs to the properties referred to in e)ii) during its leases, subject to reasonable wear and tear and in accordance with HHC's past practices.
- g) If any capital works are undertaken by HHC on any parts of Piers , 7 or 8, such works will be performed by the HHC and shall be subject to the consent and approval of the City of Hamilton. Cost sharing and design plans shall be agreed between the parties.
- h) The HHC shall have the right to cancel the leases-back with respect to Piers 6, 7, and part of 8 at any time upon the serving of one year's notice to the City of Hamilton.
- i) With respect to the portions of Piers 6, 7 and that part of 8 as defined herein, while it is a lessee of that property, HHC will have a right to sublease premises currently being leased by HHC to any existing tenants including the Police Services Board.

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Any new subleases to new tenants shall be subject to the consent and approval of the City of Hamilton. With respect to any other part of Pier 8 leased back to HHC, HHC shall have a right to sublease to parties engaged in shipping and navigation activities without the requirement for the consent of the City of Hamilton.

- j) The HHC undertakes at its reasonable expense to enhance the public view of the harbour by removing sheds 1 and 2 backing on Marina Drive (Guise Street), and landscape an area to be defined along Guise Street, in accordance with plans prepared by the HHC and approved by the City of Hamilton.

4. Harbour Development Trust

The parties agree that it is in their mutual interests to further enhance the West Harbour lands and to improve the lands in and around the East End gateway to the harbour that are shown on the map attached as Schedule 10 hereto, through projects such as the Waterfront Trail. Accordingly, the parties agree to establish the Hamilton Harbour Development Trust (the "Trust") for the development of these lands, on the following terms.

- a) HHC shall appoint one member to the board of trustees of the Trust and the City of Hamilton shall appoint four members to the board of trustees of such Trust.
- b) HHC agrees to contribute to the Trust the entire sum of \$6,300,000, forthwith upon fulfilment of all conditions hereto.
- c) In respect of the \$6,300,000 in funds contributed by HHC, the parties agree that the Trust shall be bound to use: \$5,000,000 for improvements to Windermere Basin, for land assembly and development costs related to the East End Gateway or West Harbour Development Plan, and for the Waterfront Trail; and \$1,300,000 solely for the Waterfront Trail.
- d) The parties further agree that the terms of the Trust shall permit contributions by parties other than the HHC to be used for purposes other than the development of lands specified in this section.

5. General

-8-

- a) The parties agree to negotiate in good faith and to enter into definitive agreements, transfers and other documents necessary to give effect to this Agreement by November 10, 2000. Time shall be the essence of this Agreement, and the parties recognize and agree that the spirit and intent of this Agreement shall be the guiding principle in the implementation of the Agreement.
- b) Notwithstanding any other provision in this Agreement, the parties agree that it is not their intention to restrict or limit the jurisdiction or rights and obligations of the respective parties under applicable legislation or the constitutional authority of the parties, including that of the HHC with respect to shipping and navigation in the Hamilton Harbour and that of the City of Hamilton with respect to land use planning, and any agreements made further to this proposal will clearly state their mutual intentions in this regard. Nothing herein is intended to derogate from and nothing herein shall be construed as derogating from constitutional authorities applicable to the parties or from the rights and obligations of the parties under applicable legislation.
- c) The City of Hamilton accepts all properties offered herein on an "as is" basis. The HHC makes no warranty with respect to the environmental condition, and no warranty of title on the properties herein.
- d) The obligations of the parties under this Agreement are conditional upon
 - i) the passage by HHC (or its successor) and by the Council of the City of Hamilton of such legislative instruments, including zoning or other by-laws, as are contemplated by this agreement or otherwise required for its effective implementation;
 - ii) the receipt by the parties of comprehensive mutual Releases signed by the parties releasing each other from all causes of action and demands they now have, may have or could ever have with respect to events occurring up to the present time with respect to any claims that have or could have been made in the Superior Court action under Court File No. 4820/89 between the parties hereto and the Attorney General of Canada whether those claims be based upon events occurring prior to or following the present time or whether those claims be in respect of lands held now, formerly held, or that are subsequently acquired by HHC or any successor to HHC; and
 - iii) the receipt by the City of Hamilton of executed Agreements with respect to rights of first refusal respecting the lands formerly conveyed by the City of Hamilton to the HHC comprising those portions of Pier 9 and Pier 10 and the

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- bed of Hamilton Harbour referred to in Schedules 11 and 12 hereto, respectively.
- iv) the execution by all parties of Minutes of Settlement in the form attached hereto as Schedule 13, and the fulfilment of all conditions thereunder and receipt by HHC of the sum of \$21,300,000 from the Federal Government.
 - v) compliance with the *Ontario Planning Act*.
- e) HHC and the City of Hamilton will conclude agreements by the closing of this Agreement and all ancillary agreements hereto which is scheduled for early November 10, 2000, including: (i) the grant by HHC to the City of Hamilton of easements for outfalls as provided in Plan 62R-13804 (Catherine Street and Ferguson Ave), Plan 62R-14572 (Wellington Street), Plan 62R-14905 (Wentworth Street), Plan 62R-14904 (Hillyard Street), Plan 62R-14397 (Birch Ave.) and Plan 62R-13520 (Strathearne Ave.) on the terms which have been settled between the parties; (ii) the quitclaim by HHC to the City of Hamilton of the strip of land (25 feet more or less) which may be adversely possessed by the HHC under the Skyway Bridge as shown on Plan 62R-15136; and (iii) the grant by the City to HHC of the portion of Ship Street identified in Schedule 14.
- f) The HHC covenants and agrees with the City of Hamilton that it will not permit any use or authorize or approve any lease of HHC lands for purposes of an animal rendering plant, and agrees to appropriate zoning changes or to the registration of appropriate instruments to give effect to this commitment. This commitment is not intended and shall not be applied to prevent the continuation of any existing use or tenancy.
- g) All areas so defined in this proposal shall be surveyed by the parties to precisely set the exact boundaries of lands so conveyed.
- h) Legal counsel for the HHC or its successor shall draft the releases, deeds and ancillary agreements contemplated hereby for review and comments by the City of Hamilton's legal counsel.
- i) Unless and until all conditions to this Agreement have been satisfied or waived, this Agreement is without prejudice to the positions and claims of the parties in the Superior Court Action under Court File No. 4820/89 between the parties hereto and the parties hereto agree that this Agreement will not be introduced into evidence or

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referred to in those proceedings or otherwise used to advance or prejudice the positions of the parties to those proceedings.

In witness whereof the parties hereto have signed and delivered this Agreement this _____ day of October, 2000.

The Corporation of the City of Hamilton, by:

c/s

The Hamilton Harbour Commissioners, by:

c/s

::ODMA\PCDOCS\TDO-MCTET\3508039\1
28 June 2000

Charter

*For the Relationship Between the City of Hamilton
and the Hamilton Harbour Commissioners*

SCHEDULE 1 AS
REFERRED TO IN A
RESOLUTION FOR
OCTOBER 20, 2000
SPECIAL CITY COUNCIL
MEETING

Whereas the Hamilton Harbour Commissioners (Port) is a major employer and economic generator within the Hamilton region and a major port contributing to Canada's economy. And Whereas the City of Hamilton (City) provides municipal services and access, essential to the effective operation of the Port, and manages development adjacent to the Port. And Whereas the City and the Hamilton Harbour Commissioners are both committed to the economic development of the Hamilton region, the provision of jobs, the efficient movement of goods and people, and the maintenance and enhancement of the environment, natural features of harbour lands, and the provision of water related recreational opportunities, and appropriate commercial development. Therefore the City and the Port acknowledge the importance of each to the other, and the necessity for a good working relationship between the two bodies, and commit to this Charter to guide that relationship.

1. The Port and the City each acknowledge the independence of the other, and the obligation of each to act in a manner consistent with its enabling legislation and obligations.
2. The Port Corporation and the City commit to continuing effective communications on matters of interest to both parties, including but not limited to notice to each other and consultation on physical developments and management policies which may affect the other.
3. The Port Director of Hamilton Harbour and the City Manager of the City will arrange joint meetings of their respective management teams at least annually, and additionally when appropriate, to review the relevant plans of the two organizations to determine where there may be issues requiring resolution and areas where the two organizations may be mutually supportive.
4. Following the annual meeting of staffs from the two organizations, the Hamilton Harbour Commissioners Board and City Council will receive reports from their officials and give direction as each may deem appropriate on issues requiring action by staff to support the joint interests of the two organizations.
5. Upon the signing of this charter the two organizations agree to arrange for the exchange of each other's senior planners for placement in one another's offices for a six month period. At the end of six months each planner shall return to their respective former position.
6. In the event of disagreement, the City and Port Corporation agree to rely on a dispute resolution procedure involving:
 - In the first instance, a joint review by the Port Director and the City Manager.
 - If the review by the Port Director and the City Manager is unsuccessful in resolving the dispute, a joint review by a committee consisting of the Mayor, two members of City Council and the City Manager, the Chair of the Commissioners, the two other Commissioners and the Port Director.
 - If this is unsuccessful, mediation/arbitration by an independent board, with one member appointed by each of the Port Corporation and City, and the third member, who shall be the Chair, appointed by the two members.

7. Where legally possible, the City and Port Corporation agree to be bound by the conclusions of the arbitration where either the City or the Port Corporation cannot be bound by the rulings of a third party, neither shall be bound, but both undertake to give the recommendations from the process due consideration.
8. On matters requiring formal agreement between the two parties, the City and the Port Corporation agree to pursue simplified legal agreements relying on the dispute resolution procedure set out above.
9. The City and the Port Corporation agree to work together in the following areas of mutual interest, and insofar as their separate interests and obligations may permit, the development or mutually agreed plans to further these objectives:
 - promotion of the business of the port
 - enhancement of the marine environment
 - provision of access to the waterfront and activities of the Port for citizens where this is consistent with the work of the Port
 - effective management of the use of the harbour, including recreational use where this is consistent with the work of the Port
 - provision of effective road and rail access and utility services for the efficient operations of the Port
 - provision of access to water and necessary City utility services
 - provision of effective policing and emergency services in the Port and adjacent area of the City, including emergency planning and disaster response
 - ensuring that development on port lands is compatible with both the economic development of the Port and the interests of the City
 - ensuring effective public consultation on significant decisions relating to Port and adjacent city lands.

Dated the _____ day of _____ 1999

Mayor, City of Hamilton

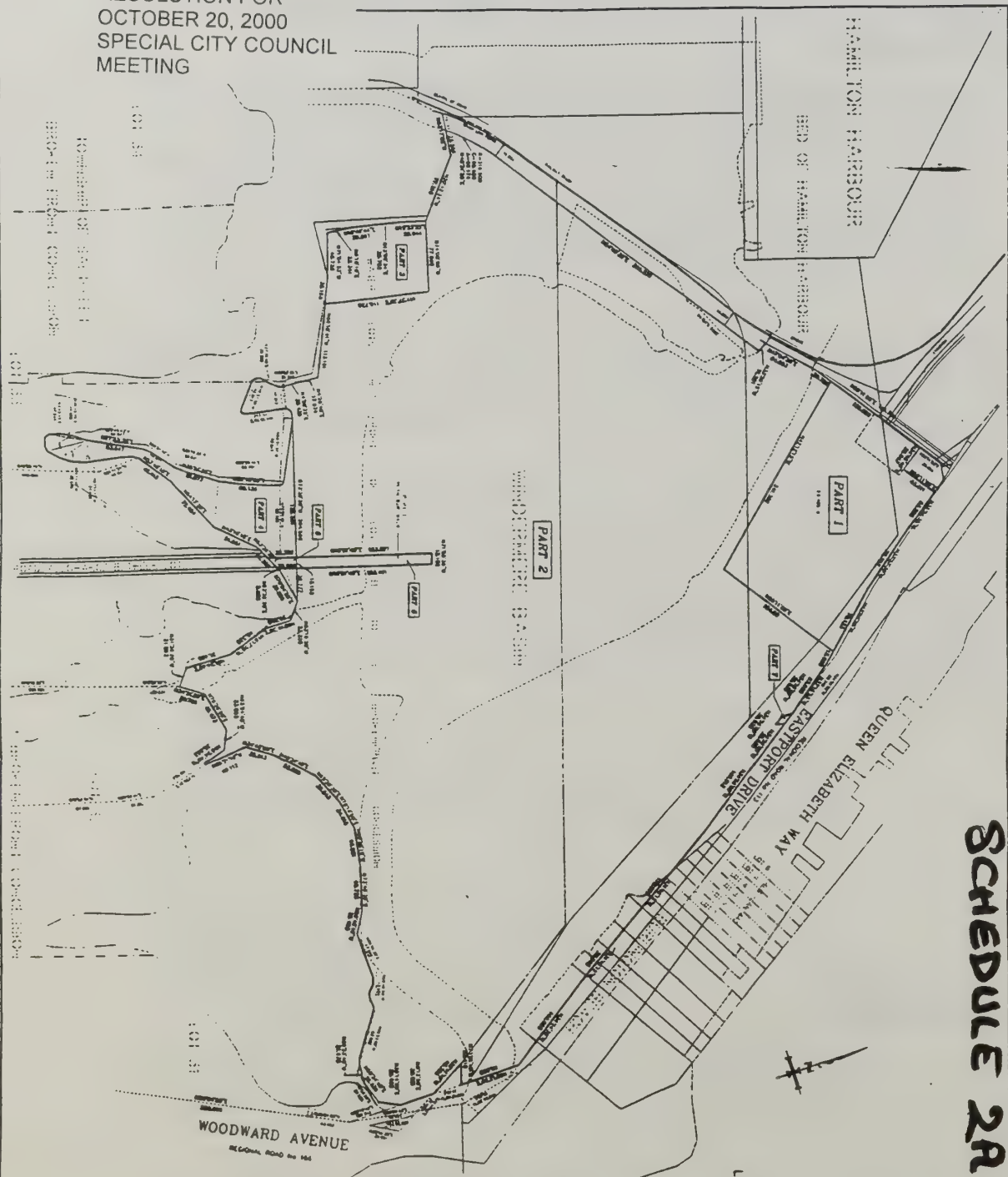
Chair, Hamilton Harbour Commissioners

City Manager, City of Hamilton

Port Director,
Hamilton Harbour Commissioners

SCHEDULE 2A AS
REFERRED TO IN A
RESOLUTION FOR
OCTOBER 20, 2000
SPECIAL CITY COUNCIL
MEETING

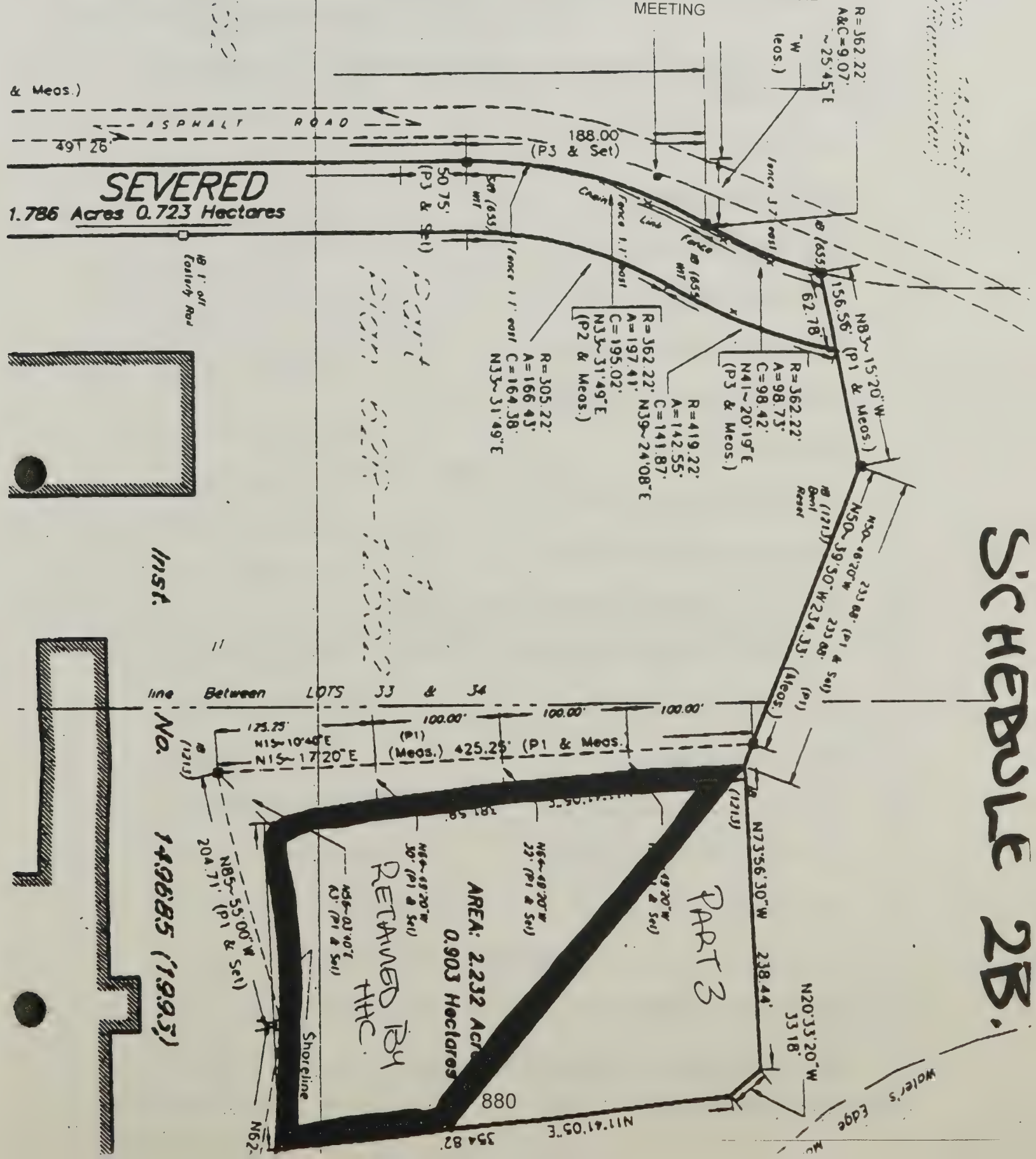
SCHEDULE 2A.



THE BED OF HAMILTON HARBOUR AND WATER LOTS
LOTS 31 TO 34, BF CONCESSION, COCONAIC TOWNSHIP OF SA. (FLEET)
LOTS 33, BF CONCESSION AND BURTON BEACH
Part of LOT 1, REGISTERED PLAN AND A FLEET SUBJECT
IN THE COCONAIC TOWNSHIP OF SA. (FLEET)
CITY OF HAMILTON
REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH
Scale: 1:2000
Map No. 1:2000
Map No. 1:2000

PLAN 62R-		PLAN 62R-	
SCHEDULE		SCHEDULE	
Lot	Area	Lot	Area
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SCHEDULE 2B AS
REFERRED TO IN A
RESOLUTION FOR
OCTOBER 20, 2000
SPECIAL CITY COUNCIL
MEETING



Schedule 3

MODIFIED F-4 ZONING

SCHEDULE 3 AS
REFERRED TO IN A
RESOLUTION FOR
OCTOBER 20, 2000
SPECIAL CITY COUNCIL
MEETING

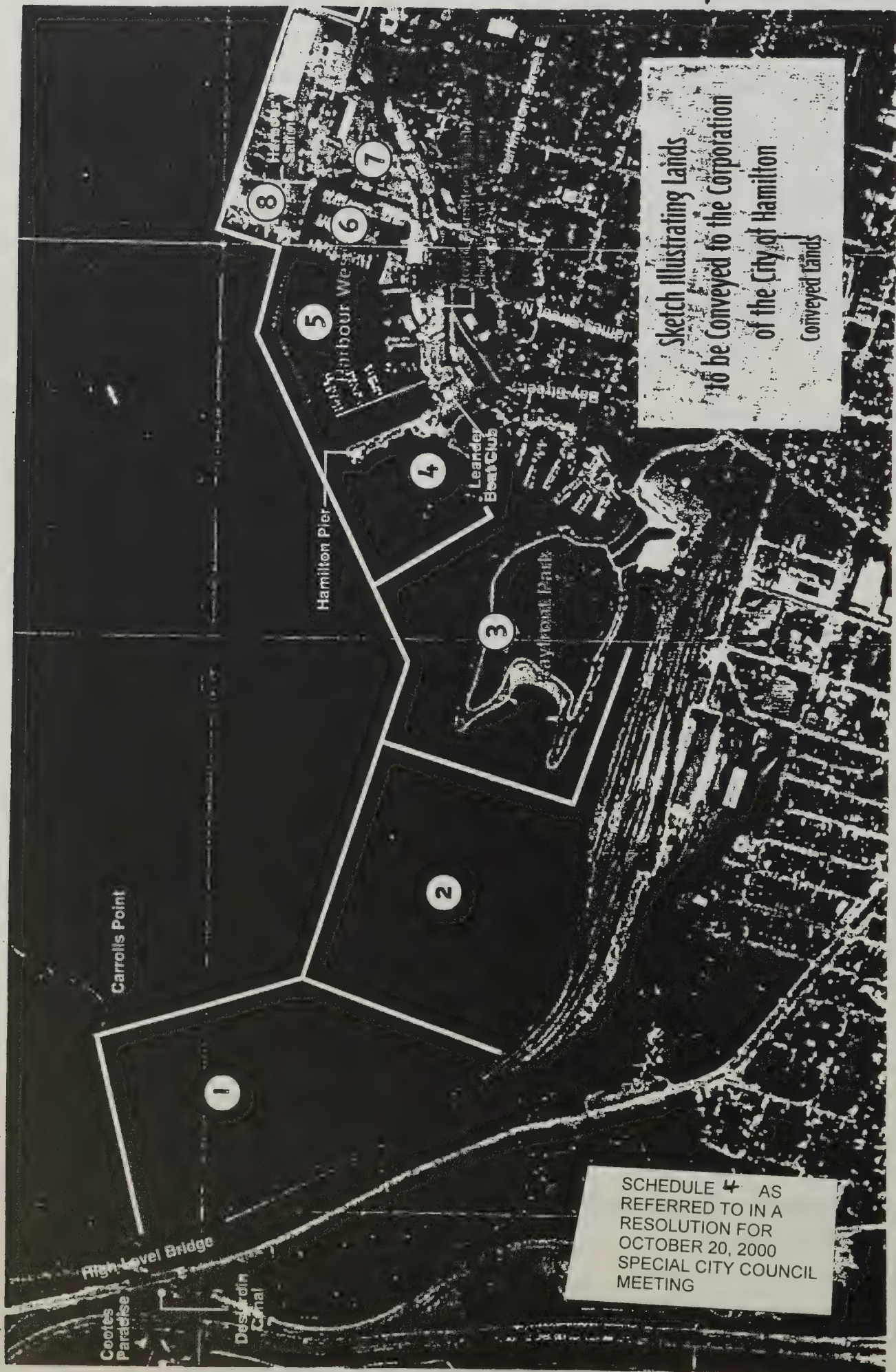
The following uses shall be permitted in the modified F-4 Zoning referred to in paragraph 1(d)(ii) of the Proposal:

1. Ferry Industry;
2. Marine Towing Industry;
3. Ship Chartering Industry;
4. Other Water Transport Industries;
5. Marine Cargo Handling Industries;
6. Harbour and Port Operation Industry;
7. Marine Salvage Industry;
8. Piloting Service, Water Transport Industry;
9. Marine Shipping Agencies Industry;
10. Other Service Industries Incidental to Water Transport;
11. Shipbuilding and Repair Industry;
12. Boat building and Repair Industry;
13. Labour organizations;
14. General Freight Trucking Industry;
15. Forest Products Trucking Industry;
16. Other Truck Transport Industry;
17. Used Goods Moving and Storage Industry;
18. Freight Forwarding Industry;
19. Other Service Industries Incidental to Transportation, n.e.c.;

20. Refrigerated Warehousing Industry;
21. Other Storage and Warehousing Industries, n.e.c.;
22. Other Products, n.e.c., Wholesale limited to Chandlers;
23. Customs Broker;
24. Restaurants;
25. Take-Out Food Services;
26. Caterers;
27. Taverns, Bars and Night Clubs;
28. Hydraulic Cement Industry;
29. Redi-Mix Concrete Industry;
30. Chandler engaged in supply or outfitting of boats;
31. Bank, trust company or credit union;
32. Marine-related commercial school;
33. Sale and rental of recreational equipment including the charter or rental of boats, canoes or bicycles, but not motorcycles and snowmobiles;
34. Accessory business office;
35. Laboratory;
36. Boat Rental and Marina;
37. Ticket and Travel Agencies;
38. Tour Wholesaler and Operators;
39. Shipping, Transshipping and Distribution Depot;
40. Motor Vehicle and Equipment Repair Shop except paint and auto body repair shop;
41. Day Nursery;

42. Research Establishment/Laboratory;
43. Telecommunications Broadcasting Industry;
44. Heliports and Seaplane Operations;
45. Postal and Courier Service Industry;
46. Clothing industry;
47. Paper Box, Bag and other converted paper products industry;
48. Printing, publishing and allied industry;
49. Fabricated metal products industry;
50. Electrical products industry;
51. Scientific and professional equipment industry;
52. Jewellery and precious metal industry;
53. Sporting goods and toy industry;
54. Sign and display industry;
55. Light manufacturing and assembly industry;
56. Trade contracting industry;
57. Truck, machinery and equipment sales, rental and repair;
58. Textiles and textiles products industries;
59. Fruit and vegetable industry other than processing;
60. Dairy products industry other than processing;
61. Bakery products industry;
62. Millwork industry;
63. Wooden buildings industry;

64. Wood products factory;
65. Furniture industry;
66. Machinery industry;
67. Transportation equipment industry;
68. Electronic products industry;
69. Clay products industry;
70. Concrete products industry;
71. Glass products industry;
72. Small metal wares factory;
73. Retail stores, or showrooms or sample rooms, for the sale of jewellery, crafts, gifts and souvenirs, clothing, flowers, photographic equipment, teas, coffees, spices and specialty foods, imported goods bazaar, fish or antiques;
74. Amusement parks;
75. Establishments for the sale of bait;
76. Service industries;
77. Accessory Uses
 - (a) Accessory building, structures or uses.
 - (b) Business Identification Signs that are Ground Signs, Wall Signs, or Roof Signs of an occupancy or use of the land on which the sign is situate.



~~Minutes of October 20, 2000~~

180 MSC



GROUND LEASE

Draft: October 18, 2000

SCHEDULE 6a AS
REFERRED TO IN A
RESOLUTION FOR
OCTOBER 20, 2000
SPECIAL CITY COUNCIL
MEETING

This lease made as of the • day of •, 2000 in pursuance of the *Short Forms of Leases Act*, between:

THE CORPORATION OF THE CITY OF
HAMILTON
(the "Landlord")

of the first part,

- and -

THE HAMILTON HARBOUR COMMISSIONERS
(the "Tenant")

of the second part,

witnesses that whereas:

- (a) the Landlord is seized of an estate in fee simple of the Lands, as hereinafter defined;
- (b) the Tenant has entered into an agreement to lease the Lands and the Improvements;

Now therefore in consideration of the rents, covenants and agreements herein contained, the Landlord and the Tenant agree as follows:

ARTICLE I - INTERPRETATION

1.01 Definitions

In this lease:

- (a) "Capital Alteration" has the meaning provided in Section 8.01;
- (b) "Capital Improvement" has the meaning provided in Section 8.01;
- (c) "Demised Premises" means the Improvements and the Lands;
- (d) "Improvements" means the marina and sailing school buildings, docks, wharves piers and floats, and all other **fixtures** improvements constructed upon the Lands;
- (e) "Lands" means the lands and premises more particularly described and shown in red on Schedule A hereto;
- (f) "MOU" means the memorandum of understanding dated June 28, 2000 and signed by the Landlord and the Tenant;
- (g) "Net Book Value" means the net book value of the Improvements as reflected in the Tenant's books applying generally accepted accounting principles, consistently applied with prior periods;
- (h) "Rent" means any amount payable by the Tenant to the Landlord hereunder;

- 2 -

- (i) "Rental Taxes" means any tax or duty imposed upon the Landlord which is measured by or based in whole or in part directly upon the Rent payable under this lease, whether existing at the date hereof or hereinafter imposed by any governmental authority, including without limitation value added tax, business transfer tax, retail sales tax, federal sales tax, excise tax or duty, or any tax similar to any of the foregoing;
- (j) "Replacement" has the meaning provided in Section 8.02;
- (k) "Taxes" means all taxes, rates, assessments, duties, levies and charges whatsoever, whether municipal, parliamentary or otherwise, levied, imposed or assessed by any taxing authority against the Lands and the Improvements or either of them or upon the Landlord in respect thereof of from time to time levied, imposed or assessed in the future in lieu thereof, including those levied, imposed or assessed for education, schools and local improvements or in respect of leasehold improvements, trade fixtures, other fixture, equipment and property moved or installed by the Tenant, **including the amount of any applicable payments in lieu of taxes**, and includes capital tax levied on the Landlord; [Note to draft: Are there any if owned by the City?]
- (l) "Term" means the term of this lease as provided in Section 2.03, any period of permitted overholding and, if applicable, any renewal of this lease pursuant to Section 2.04.

1.02 Schedules

The schedules of this lease are a part of it and consist of:

- Schedule A - information as to the Lands, Improvements, and Adjacent Lands;
- Schedule B - Term, Rent, and additional terms of this Lease.

1.03 Number and Gender

The necessary grammatical changes required to make the provisions of this lease apply in the plural sense where the Tenant comprises more than one entity and to corporations, associations, partnerships or individuals, males or females, in all cases will be assumed as though in each case fully expressed.

1.04 Headings and Captions

The article numbers, article headings, section numbers and section headings are inserted for convenience of reference only and are not to be considered when interpreting this lease.

1.05 Obligations as Covenants

Each obligation of the Landlord or the Tenant expressed in this lease, even though not expressed as a covenant, is considered to be a covenant for all purposes.

1.06 Entire Agreement

- 3 -

This lease contains all the representations, warranties, covenants, agreements, conditions and understandings between the Landlord and the Tenant concerning the Demised Premises and the subject matter of this lease.

1.07 Governing Law

This lease shall be interpreted under and is governed by the laws of the Province of Ontario.

1.08 Construction

If any provision of this lease is illegal or unenforceable it shall be considered separate and severable from the remaining provisions of this lease, which shall remain in force and shall be binding as though the said provision had never been included. If there is more than one tenant then all obligations of the Tenant hereunder shall be joint and several.

ARTICLE II - DEMISE AND TERM

2.01 Demise and Term

The Landlord hereby leases and demises the Demised Premises to the Tenant for the Term at the rent and on the terms and conditions stated in this lease.

2.02 Licenses to Access and Use Adjacent Lands

Subject to the terms of this Lease, and during the Term, the Tenant shall also have and enjoy, and the Landlord hereby grants to the Tenant, a license to have access to and to use (and to allow its customers to have access to and to use) the lands adjacent to the Lands shown in blue on Schedule "A" hereto (the "Adjacent Lands"), for purposes of

- (a) access to the water,
- (b) temporary storage of vessels,
- (c) [NTD: specify any other purposes related to the marina]

provided that any such access or use is consistent with the past practices of the Tenant, and is not incompatible, in terms of safety or aesthetics, with either the public's access to the waterfront over the Adjacent Lands or the future redevelopment of lands in the vicinity of the Demised Premises.

The licenses granted under this Section 2.02 shall include the ability of the Tenant, during two annula periods of not more than seven (7) consecutive days, designated by the Tenant to the Landlord in writing on at least seven (7) days notice, commencing on or about May 1 and October 1 during each year of the Term, to have the exclusive use of the lands shown in green on Schedule "A", for purposes of removing or launching boats from or into the water.

2.03 Term

The Term of this lease is set out in Schedule B.

2.04 Overholding

If the Tenant remains in occupation of the Demised Premises after the expiration of the Term hereby granted without a written agreement to the contrary, it shall not be deemed to be a tenant from year to year, but shall be a monthly tenant at a rental equivalent to 30% of the average monthly Gross Revenues derived by the Tenant from the Lands and the

Improvements over the 12 month period preceding the expiration of the Term, determined in accordance with generally accepted accounting principles consistently applied, payable in advance, and all the terms and conditions hereof, so far as applicable, shall apply to such monthly tenancy. The acceptance by the Landlord of arrears of rent or compensation for use or occupation of the Demised Premises after notice of termination of this lease has been given shall not operate as a waiver of the notice or as a reinstatement of the lease or as a creation of a new lease unless the parties so agree.

ARTICLE III - RENT

3.01 Fixed Rent

The Tenant covenants to pay to the Landlord Fixed Rent in the amount set out in Schedule B,

ARTICLE IV - GENERAL COVENANTS

4.01 Covenants of Tenant

The Tenant covenants with the Landlord:

- (a) to pay Rent
- (b) on or before October 30, 2001 to remove, relocate and replace the existing fence line to the west of the Demised Premises between the waterfront and Guise Street, to a position along the western boundary of the Lands as shown on Schedule "A", and
- (c) to observe and perform all the covenants and obligations of the Tenant under this lease.

4.02 Covenants of Landlord

The Landlord covenants with the Tenant:

- (a) for quiet enjoyment of the Lands; and
- (b) to observe and perform all the covenants and obligations of the Landlord under this lease.

ARTICLE V - TAXES AND CHARGES

5.01 Net Lease

It is the intention of the parties hereto that this lease be, subject to as expressly provided for herein, net and carefree to the Landlord. The Tenant covenants with the Landlord to be responsible for and to pay all costs, charges, expenses and outlays of every kind relating to or affecting the Demised Premises. Any payments not made by the Tenant may be paid by the Landlord and will thereafter be collectible as rent forthwith upon notice by the Landlord to the Tenant and all of the Landlord's remedies for non-payment of rent hereunder shall apply thereto, but nothing in this lease limits any other remedy of the Landlord in respect thereto.

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5.02 Business Taxes

The Tenant covenants to pay all business taxes levied on the Demised Premises, all Rental Taxes and all other taxes levied in respect of the Tenant's use and occupation of the Demised Premises, **including all amounts in respect of payments in lieu of taxes.**

5.03 Utilities

The Tenant agrees to pay for the cost of all utilities consumed at the Demised Premises including, without limitation, water, gas and electricity.

ARTICLE VI - ENTRY AND USE OF THE DEMISED PREMISES**6.01 Use of Demised Premises**

The Tenant covenants that the Demised Premises will be used solely for the purposes set out in Schedule B and the Demised Premises may not be shared.

6.02 Further Restrictions on Use

The Tenant further covenants in respect of the use of the Demised Premises as follows:

- (a) not to use the Demised Premises for a purpose which will be a nuisance including the making or permitting of any improper or unusually loud noise in the Demised Premises;
- (b) before occupying the Demised Premises, to obtain any licence or permit required by **any applicable** municipal by-laws, statutes and regulations necessary for the use and occupation of the Demised Premises and to maintain in force all such necessary licences and permits.

ARTICLE VII - REPAIRS AND MAINTENANCE**7.01 Tenant's Obligations**

The Tenant covenants to maintain the Improvements in good working order and in safe condition and shall repair and replace them all in a manner and to a standard that is commercially reasonable and consistent with past practices and policies of the Tenant, all at the expense of the Tenant including, without limitation, all repairs and replacements as are necessary to make and keep the Demised Premises in compliance with all **applicable** health, fire and safety standards, including any additional standards required by law. The Landlord shall be entitled to enter the Demised Premises at all reasonable times upon reasonable notice to view the state of repair and to make such alterations and repairs as aforesaid if the Tenant fails to make same and to charge the Tenant for the costs of all such repairs and/or alterations (together with a 15% administrative charge). The Tenant covenants to pay the charges for such repairs forthwith upon receipt of invoices for same. The Tenant shall be responsible for the maintenance and repair of its own equipment and fixtures.

7.02 Construction Liens

The Tenant shall comply with all of the provisions of the *Construction Lien Act*, and other statutes from time to time applicable to any work done or improvements made to the Demised Premises by or on behalf of the Tenant, **including any steps necessary to ensure that**

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no lien shall attach to the Improvements or the Lands. If any such construction lien for work, labour, services or materials supplied to or for the Tenant shall be registered on title to the Lands, the Tenant shall within twenty (20) days after receipt of notice thereof from the Landlord procure the discharge thereof including any certificate of action registered in respect of any lien; failing which the Landlord shall be entitled to make such payment or take such action as may be necessary or expedient to discharge such lien and the Tenant shall forthwith on demand and as additional rent indemnify and save harmless the Landlord for any payment so made.

ARTICLE VIII - CHANGES AND ALTERATIONS

8.01

Changes and Alterations

The Tenant shall not make or permit to be made any alterations, changes or additions (collectively, "Capital Alterations") to the Demised Premises without the prior written approval of the Landlord, which approval shall not be unreasonably withheld unless such repairs affect the structure of the Improvements in which case such approval may be unreasonably or arbitrarily withheld notwithstanding any statutory provisions in effect or hereinafter enacted to the contrary. The Tenant shall submit any designs, working drawings and specifications for proposed Capital Alterations to the Landlord for approval prior to undertaking the work and, in the event that the Tenant seeks any contribution from the Landlord in respect of the cost of Capital Improvements under the terms of this Lease or otherwise, the terms of such cost sharing shall be agreed in writing between the parties, acting reasonably, in advance of the commencement of the work. Any out-of-pocket expense incurred by the Landlord in connection with any such request for approval shall be payable (together with a 15% administrative charge) by the Tenant as additional rent forthwith upon request for payment. All work to be performed in the Demised Premises shall be performed by competent contractors and subcontractors of whom the Landlord shall have approved, such approval not to be unreasonably withheld provided that the Landlord may require that the Landlord's contractors and subcontractors be engaged for any mechanical or electrical work. All such work shall be subject to inspection by and the reasonable supervision of the Landlord and shall be performed in accordance with any reasonable conditions or regulations imposed by the Landlord and completed in a good and workmanlike manner in accordance with the description of the work approved by the Landlord.

All Capital Alterations to the Demised Premises shall immediately become the Landlord's property absolutely, and there shall be no compensation therefor to the Tenant unless cost sharing terms have been agreed in the manner provided in the preceding paragraph.

Immediately prior to the end of the Term, and only to the extent directed to do so by the Landlord, the Tenant shall remove any unapproved Capital Alterations to the Demised Premises made by the Tenant during the Term, and shall restore the Demised Premises to their condition at the commencement of the Term.

The Tenant acknowledges having inspected the Demised Premises at the date of execution hereof and agrees to accept them on an "as is" basis.

8.02

Replacements

If during the Term either the Tenant decides that it is commercially reasonable from an operating perspective, or if the Landlord decides that it is commercially reasonable as owner, to replace all or any part of the Improvements (the "Replacement"), such Replacement shall be undertaken by the Tenant, and shall be subject to the prior approval and written agreement with respect to cost sharing plans by the Landlord or the Tenant, respectively as

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the case may be, in the same manner as provided in Section 8.01 with respect to Capital Alterations.

8.03 Locking System

Neither the Landlord nor the Tenant shall during the Term, alter or cause to be altered the locking system on any door giving entry to the Demised Premises, except by mutual consent. No additional locks shall be placed upon any door of the Improvements without the consent of the Landlord.

8.04 Access

The Tenant shall have access to the Demised Premises twenty four hours a day during each day of the Term.

ARTICLE IX - INSURANCE

9.01 Public Liability Insurance

At all times during the Term, the Tenant shall maintain at its own expense, comprehensive general public liability insurance against claims for personal injury or death and property damage or loss arising out of all operations of the Tenant. Such insurance shall be placed with an insurer acceptable to the Landlord. This insurance shall protect the Landlord and the Tenant to an amount not less than \$5,000,000 per occurrence and the Landlord shall be a named insured in the insurance policy. The insurance policy or policies shall contain a cross-liability clause protecting the Landlord against claims by the Tenant as if the Landlord were separately insured and protecting the Tenant against claims by the Landlord as if the Tenant were separately insured. The insurance will contain a waiver of subrogation rights against the Landlord and against those for whom the Landlord is, in law, responsible. The insurance will contain a clause that it will not be cancelled or changed without the Landlord first having received not less than thirty (30) days' written notice of such cancellation or change.

9.02 Legal Liability Insurance

At all times during the Term, the Tenant shall maintain at its own expense all risk tenants' legal liability insurance. Such insurance shall be placed with an insurer acceptable to the Landlord. This insurance shall protect the Landlord and the Tenant to an amount not less than \$50,000 for every 1,000 square feet or part thereof of the Demised Premises and the Landlord shall be a named insured in the insurance policy. The insurance policy or policies shall contain a cross-liability clause protecting the Landlord against claims by the Tenant as if the Landlord were separately insured and protecting the Tenant against claims by the Landlord as if the Tenant were separately insured. The insurance will contain a waiver of subrogation rights against the Landlord and against those for whom the Landlord is, in law, responsible. The insurance will contain a clause that it will not be cancelled or changed without the Landlord first having received not less than 30 days' written notice of such cancellation or change.

9.03 Property Insurance

The Tenant shall maintain during the Term all risk insurance in its chattels, fixtures and leasehold improvements in the Demised Premises for at least the full replacement value thereof. Such insurance will be placed with an insurer acceptable to the Landlord, will name the Landlord as a named insured, will contain a waiver of subrogation rights against the Landlord and those for whom the Landlord is, in law, responsible and will provide that it will not be cancelled or changed without the Landlord first having received not less than 30 days' written notice of such cancellation or change.

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9.04 Evidence of Insurance

The Tenant shall forthwith after request by the Landlord provide evidence of the insurance required to be carried by the Tenant hereunder from time to time.

ARTICLE X - DAMAGE OR DESTRUCTION**10.01 Damage or Destruction**

In the event of damage to or destruction of the Improvements during the first fourteen years of the Term by fire or other casualty against which the Landlord is insured, the Landlord shall pay out such insurance proceeds to the Tenant in compliance with all laws, including the *Construction Lien Act*, and the Tenant agrees to rebuild the Improvements which have been damaged based upon plans and specifications approved by the Landlord, acting reasonably. If the event of damage to or destruction of the Improvements occurs during the last year of the Term, this lease shall be automatically terminated and the Landlord shall have the right to retain all of the insurance proceeds.

10.02 Limitations on Landlord's Liability

The Landlord shall not be liable for any damage to any property at any time on the Demised Premises or in the Improvements from gas, water, steam, water works, rain or snow, which may leak into, issue or flow from any part of the Improvements or from the pipes or plumbing works of same, or from any other place or quarter.

10.03 Notice to Landlord

The Tenant shall give the Landlord prompt written notice of any accident or other defect in the plumbing, electrical, telephone, gas, heating, air conditioning or other service systems in the Improvements.

10.04 Tenant's Liability

The Tenant shall be liable for any damage done by reason of water being left running in the Demised Premises or from gas permitted to escape therein. The Tenant will also be responsible for any damage caused by allowing the windows of the Improvements to remain open so as to admit rain or snow.

ARTICLE XI - INDEMNITY**11.01 Tenant's Indemnity**

The Tenant covenants to indemnify and save harmless the Landlord from all claims, actions, costs and losses of every nature arising during the Term and caused by the Tenant or those for whom it is at law responsible. The foregoing indemnity extends to all claims, actions, costs or losses arising out of:

- (a) a breach of or non-compliance with a covenant, agreement or condition on the part of the Tenant contained in this lease;
- (b) injury to a person, occurring in or about the Demised Premises, including death resulting from the injury; and
- (c) damage to or loss of property arising out of the use and occupation by the Tenant of the Demised Premises.

The obligations of the Tenant to indemnify the Landlord under the provisions of this section are to survive the termination of this lease in respect of every event occurring during the Term or any overholding.

ARTICLE XII - SUBLETTING AND ASSIGNING

12.01 Assigning or Subletting

The Tenant shall not assign this lease or sublet the Demised Premises, or any part thereof, without the prior written consent of the Landlord, which consent may be arbitrarily withheld notwithstanding any rule of law or statutory provision to the contrary now in effect or hereinafter enacted. No assignment or sublease shall relieve the Tenant of its obligations hereunder. Any assignee or subtenant shall, at the Landlord's option, enter into an agreement with the Landlord whereby it agrees to be bound by the provisions of this lease. The Tenant shall not pledge or grant any security interest in or otherwise encumber the Demised Premises.

ARTICLE XIII - IN DEFAULT

13.01 Tenant's Default

Where the Tenant fails to perform or comply with any covenant, term or condition in this lease to be performed or complied with by the Tenant, and the failure continues (a) in the case of payment of rent or other payments deemed to be rent by Section 5.01 herein, for 30 days after the rent is due, and (b) in case of any other covenant, term or condition of this lease, for 45 days after receipt of notice from the Landlord of the default or such longer period of time as is reasonably necessary in the circumstances, provided that the Tenant diligently begins to rectify such default forthwith upon receiving such notice and diligently continues to do so until such default is rectified, the Landlord may enter and take possession of the Demised Premises with or without terminating this lease. A default under the chattel lease dated •, 2000 shall also be a default under this lease. In taking possession of the Demised Premises, the Landlord may remove all persons and property from the Demised Premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of the Tenant, all without service of notice or resort to legal process and without being considered guilty of trespass or becoming liable for loss or damage occasioned thereby.

If the Demised Premises are vacant, the Tenant shall be deemed to have abandoned the Demised Premises and the Landlord shall be entitled to take immediate possession thereof.

None of the goods of the Tenant on the Demised Premises shall be exempt from levy by distress for rent or additional rent in arrears, notwithstanding the provisions of any statutes taking away or limiting the Landlord's right of distress.

13.02 Remedies Generally

If the Tenant defaults hereunder the Landlord may remedy or attempt to remedy the default and in so doing may make any payments due or alleged to be due by the Tenant to third parties. The Landlord's costs on account of remedying or attempting to remedy the default shall be payable by the Tenant to the Landlord on demand. If legal action is brought for the recovery or possession of the Demised Premises or for the recovery of rent or by reason of the breach of any obligation of the Tenant hereunder and a breach is established, the Tenant shall pay to the Landlord all costs incurred therefor, including legal fees on a solicitor/client basis

unless a court otherwise awards. The Landlord may from time to time resort to any or all the rights and remedies available to it in the event of any default hereunder by the Tenant all of which rights and remedies are intended to be cumulative and not alternative and the express provisions hereunder as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to the Landlord by statute or general law.

ARTICLE XIV - SURRENDER OF THE DEMISED PREMISES

14.01 Surrender of the Demised Premises

On the termination of this lease for any reason, the Tenant shall surrender the Demised Premises to the Landlord in the condition in which they are required to be kept by the Tenant under the provisions of this lease.

14.02 Removal of Fixtures

At the end of the Term, the Tenant may remove any trade fixtures it owns but not any other leasehold improvements, goods and chattels from the Demised Premises provided that:

- (a) the Tenant is not in default under this lease; and
- (b) the Tenant shall repair any damage or injury caused to the Demised Premises by such removal.

ARTICLE XV - MISCELLANEOUS

15.01 Subordination

This lease shall be subordinate to any mortgages or charges created by the Landlord on the Lands and the Tenant shall promptly at the request of the Landlord execute such documents as may be required to postpone its rights to the holder of any such mortgage or charge. The Landlord covenants to use its best efforts to obtain agreements from the holder of each such mortgage or charge consenting to this lease and agreeing that so long as the Tenant is observing and performing the terms of this lease the Tenant shall enjoy undisturbed quiet possession of the Demised Premises without interference from or through the holder of such mortgage or charge.

15.02 For Rent and For Sale Signs

The Landlord may within six (6) months before the expiration of the Term, if not renewed, or six (6) months before the expiration of any renewal term, place on the Demised Premises a notice of reasonable dimensions stating that the Demised Premises are for rent. The Landlord may, at any time during the Term, place on the Demised Premises a notice of reasonable dimensions stating that the Demised Premises are for sale.

15.03 Entry by Landlord

Notwithstanding any other provisions of this lease, the Landlord may enter the Demised Premises, at all reasonable times, for the purpose of inspecting same and for such other purpose as the Landlord may consider necessary for the protection of its interest under this lease and for the purpose of showing the Demised Premises to prospective purchasers, mortgagees and tenants.

15.04 Rules and Regulations

The Landlord shall have the right from time to time to make reasonable rules and regulations as in its judgment may from time to time be necessary for the safety, care and cleanliness of the Demised Premises and for preservation of good order therein and the same shall be kept and observed by the Tenant who shall insist that all persons being in the Demised Premises by reason of the use of the Demised Premises by the Tenant shall observe and comply with the said rules and regulations.

15.05 Notices

Any notice to be given pursuant to the provisions of this lease must be in writing and may be personally served in which case service shall be immediate or may be given by prepaid registered post mailed at a post office in the City of Hamilton and shall be deemed to have been served 72 hours following the day of mailing. The address of the Landlord and Tenant for such purpose is set out in Schedule B. Either party may from time to time notify the other of any change of address.

15.06 Transfer by Landlord

If the Landlord transfers or leases the Improvements or the Lands or any part thereof and, to the extent that the transferee or lessee becomes liable to perform the obligations of the Landlord hereunder, the Landlord shall be no longer liable hereunder.

15.07 Successors and Assigns

This lease shall enure to the benefit of and be binding upon the successors and assigns of the Landlord and the heirs, executors, administrators, successors and permitted assigns or successors and permitted assigns of the Tenant, as the case may be.

15.08 Waiver

If the Landlord shall overlook or excuse any default by the Tenant of any obligation hereunder this shall not operate as a waiver of such obligation in respect of any continuing or subsequent default and no waiver shall be effective unless expressed in writing. The acceptance of rent by the Landlord from the Tenant or any other entity will not be considered to be a waiver of a breach by the Tenant of its obligations hereunder regardless of the knowledge of the Landlord of the breach at the time of acceptance of the rent.

15.09 Force Majeur

If and to the extent that either the Landlord or the Tenant shall be prevented, delayed or restricted in the fulfilment of any obligation hereunder other than the payment of money by the Tenant because of any cause beyond the control of the party affected thereby which prevents the performance by such party of any obligation hereunder and not caused by its default and not avoidable by the exercise of reasonable effort including, without limitation, strikes, labour disturbances, civil disturbance, acts, orders, legislation, regulations or directives of any government or public authority, acts of a public enemy, war, riot, sabotage, earthquake, fire, storm, hurricane, flood, explosion or act of God, it shall be deemed not to be a default in the performance of such obligation and any period for the performance of such obligation shall be extended accordingly and the other party to this lease shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned.

15.10 Dispute Resolution [Note to draft: Please advise if the time frames are satisfactory]

Any controversy, question, claim or other dispute arising out of or relating to this lease (a "Dispute") which are not resolved in the first instance by negotiation in good faith between the parties within two business days of the Dispute arising, shall be resolved by either party giving written notice to the other that the Dispute is to be submitted to arbitration in accordance with this paragraph. For any Dispute submitted to arbitration, the following provisions shall apply:

- (a) the arbitration tribunal shall consist of one arbitrator appointed by mutual agreement of the Landlord and the Tenant or in the event of failure to agree within 10 business days following delivery of the written notice to arbitrate, any party may apply to a judge of the Superior Court of Justice (Ontario) to appoint an arbitrator. The arbitrator shall be qualified by education and training to pass upon the particular matter to be decided;
- (b) the submissions of each party shall be in writing, and provided to the arbitrator and the other party within 2 business days of the dispute being submitted to arbitration;
- (c) the arbitration shall take place in Hamilton, Ontario;
- (d) the arbitrator will make a decision and advise both the parties in writing of the decision no later than 15 business days following the day on which the written submissions are provided to the arbitrator;
- (e) the costs of the arbitration shall be borne equally by the parties;
- (f) the parties shall co-operate promptly and in good faith with the arbitrator to provide full disclosure of information relevant to the dispute;
- (g) the arbitration award shall be given in writing and shall be final and binding on the parties, not subject to any appeal except as set out in the *Arbitration Act*, 1991 (Ontario), and shall deal with the questions of costs of arbitration and all related matters;
- (h) all Disputes referred to arbitration (including the scope of the agreement to arbitrate, any statute of limitations, set-off claims, conflict of laws rules, torts claims and interest claims) shall be governed by the substantive law of Ontario;
- (i) The arbitrator shall make such other rules of procedure, evidence and other matters for an arbitration as are reasonable having regard to the timing requirements set out herein;
- (j) the parties agree that the arbitration shall be kept confidential and that the existence of the proceedings and any elements of it (including any pleadings, brief or other documents submitted or exchanged, any testimony or other oral submissions and any awards) shall not be disclosed beyond the arbitrator, the parties, their counsel and any person necessary to the conduct of the proceeding, except as may lawfully be recorded in judicial proceedings relating to the arbitration or otherwise.

In witness whereof the Landlord and Tenant have executed this lease as of the first date set out above.

THE CORPORATION OF THE CITY OF
HAMILTON

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By: _____

c/s

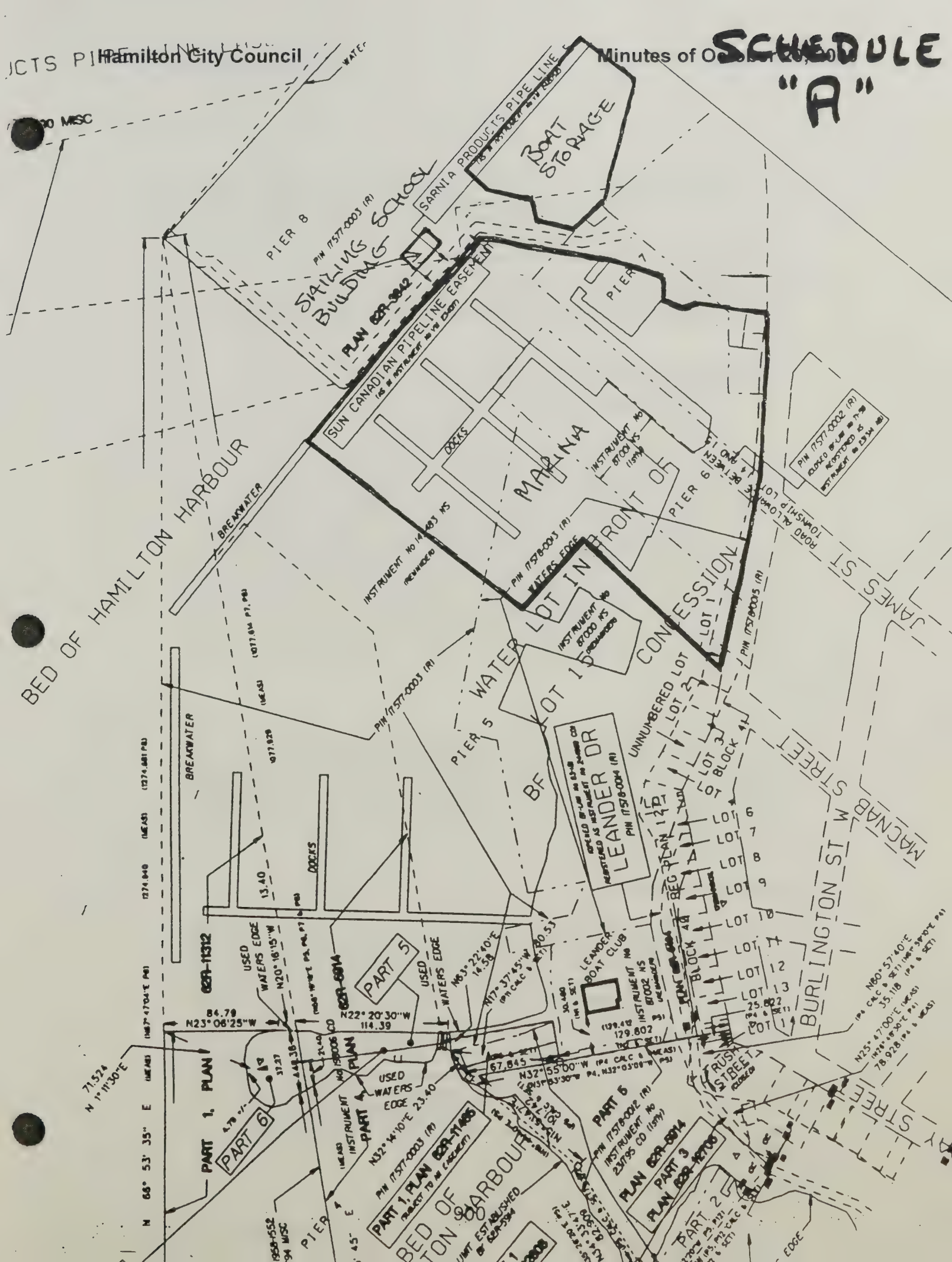
By: _____

**THE HAMILTON HARBOUR
COMMISSIONERS**

By: _____

c/s

By: _____



SCHEDULE B

The Land: legal description: ●

Term: 15 years commencing on ●, 2000 and ending on ●, 2015.

Rent: \$1.00 per annum

**Permitted Uses of
the Demised Premises**
(the "Permitted Business"): For the operation of a marina **and sailing school** and no other purpose

Address for Notice: Landlord: ●

Tenant: ●

Early Termination

If during the Term the marina operations conducted at the Demised Premises are or become, in the aggregate, unprofitable to the Tenant, then the Tenant shall have the right, exercisable one year written notice to the Landlord, to terminate this lease. On the termination date, the Tenant shall surrender the Demised Premises in the condition required to be maintained by the Tenant under this Lease. The Tenant shall not have any claim or remedy against the Landlord except the remedy to terminate this lease as set out herein, unless the unprofitability of the operations at the Demised Premises is caused by a breach by the Landlord of the terms set out in this lease or a chattel lease dated the date hereof, in which case a claim may only be made pursuant to arbitration in accordance with this lease.

Audit

The Landlord shall have the right, at any time and from time to time during the Term, to conduct an audit of the operations of the Tenant **on the Demised Premises for any purposes connected with the Lease**, including without limitation a determination of the **Net Book Value** of the Improvements. The Tenant agrees to make all books and records, including the working papers of its accountants or auditors, available for review and copying by the Landlord or its representative in connection with such audit.

Adjustment of Net Book Value

Each of the parties agree, at the end of the Term **(and except in any case of early termination by the Tenant or for default)** to make or to accept (as the case may be) a one-time payment to adjust for any increase or decrease in the Net Book Value of the Improvements that may arise between the commencement date and the expiration date of this lease. If any payment due from the Tenant to the Landlord under this section arises as a result of the Tenant's use of its own staff, equipment and other resources to effect repairs to the Improvements or any part thereof, the payment due from the Tenant may be reduced to the extent that the Tenant establishes the net value of such repairs, provided that no claim for any payment by the Landlord to the Tenant shall be made on this basis. If the parties at the expiration of the Term are unable to agree upon the amount of the payment to be made under this Section, then the amount shall be determined by a single arbitrator in accordance with the dispute resolution provisions set out herein. The remedy under this Section shall be the sole remedy available to the parties in respect of the value of, or their investment in, the Improvements.

Non-Competition

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The Landlord agrees that it will not operate (or permit any tenant to operate), on any lands transferred by the Tenant to Landlord under the MOU, any marina or sailing school operations that compete with the Tenant's operations at the Demised Premises, provided that:

- (a) the Tenant shall maintain commercially reasonable pricing for the services and facilities provided as part of the marina and sailing school operations at the Demised Premises, consistent with the Tenant's past practices, including any services, facilities or pricing concessions previously provided to the Royal Hamilton Yacht Club or Leander Boat Club;
- (b) the Tenant will offer all its marina and sailing school services (other than moorage) to the boating public generally, on the same terms and conditions as they are offered to the Tenant's own moorage customers on the Pier 6 slips from time to time; and
- (c) nothing in this section shall prevent the Landlord, The Royal Hamilton Yacht Club, or the Leander Boat Club from providing, or continuing to provide, any marina services and facilities that have been provided on or in connection with the Pier 5 lands and slips in the period immediately prior to the commencement date of this lease.

DRAFT: OCTOBER 18, 2000

THIS LEASE made this _____ day of October, 2000, between The Corporation of the City of Hamilton, as lessor, (the "Lessor") and Hamilton Harbour Commission, as lessee (the "Lessee").

In consideration of their respective covenants set out below, Lessor and Lessee agree as follows:

1. Interpretation

(1) Definitions

SCHEDULE 6(b) AS
REFERRED TO IN A
RESOLUTION FOR
OCTOBER 20, 2000
SPECIAL CITY COUNCIL
MEETING

In this lease:

"Alteration" has the meaning specified in section 5(3);

"business day" means a day which is not a Saturday, a Sunday or a statutory or civic holiday in the Province of Ontario;

"default" means an event which, with the giving of notice or lapse of time, or both, may become an Event of Default;

"demand date" has the meaning attributed thereto in subsection 6(2)(f);

"Demised Premises" shall have the meaning given to such term in the Ground Lease;

"Event of Default" means an event described in section 6(1) in respect of which all preconditions (such as the lapse of time or the giving of notice by Lessor, or both) to the Lessor's exercise of one or more of its remedies in section 6(2) have been satisfied or have expired, and with respect to which the Lessor, according to the terms of sections 6(1) and (2), is then immediately entitled to exercise one or more of its remedies under section 6(2);

"Ground Lease" means a lease dated of even date hereof, between the Lessor, as landlord, and the Lessee, as tenant [insert particulars];

"Leased Assets" means the Major Capital Assets and the Operating Assets;

"Lien" has the meaning attributed thereto in section 5(4);

"Major Capital Assets" means those assets described in Schedule "A" under the heading Major Capital Assets;

"Net Book Value" means the net book value of the Leased Assets as reflected in the Lessee's books and records applying generally accepted accounting principle, consistently applied with prior periods;

"Operating Assets" means at any time the equipment and personal property described in Schedule A under the heading Operating Assets, all parts, components, attachments and accessories thereto and all other property and assets from time to time subject to this lease,

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together with all attachments, replacements, Alterations (to the extent that such Alterations may from time to time become or be deemed to be property of Lessor as contemplated in section 5(3), repair parts and components and all plans, surveys, blueprints, technical drawings and other drawings with respect to any of the foregoing, but shall not include any replacements which are not accounted for in the Net Book Value statement prepared by the Tenant in connection with s.5(13)

"person" includes an individual, corporation, trust, partnership, governmental authority and any other entity;

"Proceeds of Disposition" has the meaning attributed thereto in clause 6.2(f)(v);

"Taxes" means any and all taxes, rates, duties, assessments, levies, licence fees and other public charges (excluding only Canadian federal and provincial taxes or foreign taxes on net income or capital of Lessor and Canadian provincial or municipal place of business taxes and other similar taxes in respect of Lessor or its property other than the Leased Assets) which may at any time be charged or assessed directly or indirectly with respect to this lease or the Leased Assets, or Lessor's or Lessee's interest therein, or with respect to the use, leasing or operation of the Leased Assets, and all interest and applicable penalties with respect thereto, whether assessed, levied or charged by any municipal, provincial or federal government, any school board or any other public body;

"Term" has the meaning specified in section 2(2); and

"this lease", "herein", "hereunder", "hereof" and similar terms refer to this lease as a whole and not to any particular article, section, schedule or other subdivision of this lease.

(2) Number and Gender

The necessary grammatical changes required to make the provisions of this lease apply in the plural sense where the Lessee comprises more than one entity and to corporations, associations, partnerships or individuals, males or females, in all cases will be assumed as though in each case fully expressed.

(3) Headings and Captions

The article numbers, article headings, section numbers and section headings are inserted for convenience of reference only and are not to be considered when interpreting this lease.

(4) Obligations as Covenants

Each obligation of the Lessor or the Lessee expressed in this lease, even though not expressed as a covenant, is considered to be a covenant for all purposes.

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(5) **Entire Agreement**

Other than the • [Note to draft: see note in ground lease?] this lease contains all the representations, warranties, covenants, agreements, conditions and understandings between the Lessor and the Lessee concerning the Demised Premises or the subject matter of this lease.

(6) **Governing Law**

This lease shall be interpreted under and is governed by the laws of the Province of Ontario.

(7) **Construction**

If any provision of this lease is illegal or unenforceable it shall be considered separate and severable from the remaining provisions of this lease, which shall remain in force and shall be binding as though the said provision had never been included. If there is more than one tenant then all obligations of the Lessee hereunder shall be joint and several.

(8) **Schedules**

Annexed to and forming a part of this lease are the following schedules:

Schedule A — description of Leased Assets [LISTS OF EQ'T]

2. **Demise and Term**

(1) **Demise**

Lessor hereby leases to Lessee, and Lessee hereby hires from Lessor, the Leased Assets, to have and to hold the same during the Term upon and subject to the terms and conditions set out below.

(2) **Term**

The term of this lease (the "Term") shall be for a period of fifteen (15) years and shall commence on • and, except as otherwise expressly provided herein, shall terminate on •. This lease cannot be cancelled or terminated except as expressly provided herein.

(3) **Title**

Title to the Leased Assets is and shall at all times remain vested in Lessor. This agreement is one of lease only. Lessee shall have no right, title or interest in the Leased Assets except the right to use and possess the same upon and subject to the terms and conditions contained in this lease. Lessee shall defend Lessor's title against any contrary claim asserted during the Term or at any other time by any person claiming through or against Lessee or arising out of or related in any way to this lease or Lessee's possession or use of the Leased Assets.

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3. Rent

- (1) Lessee shall pay to Lessor as rent for the Leased Assets a payment in the amount of \$1.00.

(2) Net Lease

Except as expressly provided herein, this lease is a net lease and every cost and expense existing or arising with respect to the Leased Assets, the delivery thereof or Lessee's lease, possession or use thereof and all Taxes shall be borne by Lessee.

4. Representations and Warranties**(1) Lessee's Representations and Warranties**

Lessee represents and warrants to Lessor that:

- (a) Lessee is duly qualified and holds all necessary licences, approvals, certificates and permits to enable it to lease the Leased Assets from Lessor and to operate the same as contemplated in this lease;
- (b) Lessee has full power, authority and the legal right to enter into this lease and perform its obligations hereunder, and the execution and delivery by it of this lease and performance of its obligations hereunder have been duly authorized by all necessary *corporate* action on the part of Lessee and will not violate any provision of law *or of the constating documents or bylaws of Lessee* or result in a breach of or constitute a default under any agreement, indenture or other instrument to which Lessee is a party or by which it or any of its property may be bound or affected, or permit any lender to accelerate or demand repayment of any material amount of indebtedness of Lessee;
- (c) this lease constitutes a legal, valid and binding obligation of Lessee; and
- (d) all consents, authorizations and approvals of third persons, if any, necessary with respect to this lease and to performance by Lessee of its obligations hereunder and for the protection and preservation of Lessor's interest in the Leased Assets have been obtained.

(2) Lessor's Representations and Warranties; Exclusions

- (a) Lessor represents and warrants to Lessee that:

- (i) Lessor is [*a corporation duly incorporated, organized and validly existing under the laws of Ontario*] and is] duly qualified to own the Leased Assets and to lease it to Lessee as provided in this lease;

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- (ii) Lessor has full power, authority and the legal right to enter into this lease and perform its obligations hereunder, and the execution and delivery by it of this lease and performance of its obligations hereunder *have* been duly authorized by all necessary *[corporate]* action on the part of Lessor and will not violate any provision of law *[or of the constating documents or by-laws of Lessor]* or result in a breach of or constitute a default under any agreement, indenture or other instrument to which Lessor is a party or by which Lessor or any of its property may be bound or affected; and
- (iii) this lease constitutes a legal, valid and binding obligation of Lessor;
- (b) Except as set forth in subsection 4(2)(a), there are no conditions, representations or warranties by Lessor or operating in favour of Lessee, whether oral or written, express or implied, statutory or otherwise, with respect to Lessor, the Leased Assets, and this lease. In that regard, and for greater certainty, Lessee acknowledges that: (i) it has selected the Leased Assets without placing any reliance on Lessor or on Lessor's skill or judgement, and that Lessor has purchased the same at the direction of Lessee, and that Lessor shall not be held to have examined, inspected or assembled the Leased Assets or any part thereof for any purpose; (ii) the Leased Assets are leased under this lease on an "as is" basis; (iii) and there are no warranties, conditions, terms, representations or inducements, oral or written, express or implied, statutory or otherwise, made by or on behalf of Lessor or operating in favour of Lessee as to any aspect of the Leased Assets including, without limitation, as to its condition, operation, fitness for any particular purpose, durability or merchantability, or as to Lessor, this lease or any other matter related to this lease transaction, all of which are hereby waived and excluded from this lease to the fullest extent permitted by applicable law, and Lessee agrees not to seek or claim the benefit thereof.

5. Use of Leased Assets

(1) Taxes, Compliance With Laws; Use of Leased Premises

- (a) Lessee shall promptly pay all Taxes in respect of the Leased Assets, when due, to Lessor or to the proper governmental authority. Notwithstanding the foregoing,
 - (i) if by law any particular Tax, at the option of the Lessee, may be paid by instalments (whether or not interest may accrue on the unpaid balance from time to time), Lessee may pay the sum in instalments as they become due; and
 - (ii) Lessee may, upon written notice to Lessor, refrain from paying any particular Tax if (i) the amount, applicability or validity thereof is then being contested by Lessee, and (ii) Lessee shall have deposited with or otherwise delivered to the applicable governmental authority such security

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for payment if, and in such amount as may be, required by such governmental authority or by applicable law in order to permit Lessee to contest the same, and shall have provided Lessor with evidence satisfactory to it that the effect of such proceeding is to postpone or avoid the enforcement of such Tax and any forfeiture or seizure of any part of the Leased Assets; but upon final determination of such proceeding Lessee shall immediately pay and satisfy all proper Taxes, costs, penalties, interest or other charges payable by it in connection therewith.

- (b) Lessee shall at all times and at its own expense comply with all applicable statutes, laws, regulations, orders and rules, present or future, and the requirements of any insurance policies and underwriters relating to the ownership, possession, use, operation, maintenance, alteration, storage, repair, delivery, return or other disposition of all and any part of the Leased Assets, including, without limitation, all of the same relating to equipment standards, spill contingency plans, spill containment and clean-up, annual testing and filing of all reports required in respect thereof with all applicable governmental and regulatory bodies and authorities. Lessee shall indemnify and hold Lessor harmless with respect to any failure to so comply and shall, upon request, furnish Lessor with evidence satisfactory to Lessor of Lessee's compliance.

(2) Maintenance, Use and Inspection

- (a) Lessee shall, subject to its duty to account at the end of the Term in accordance with this Lease, at all times and at its own expense, and notwithstanding any defective condition on the date hereof or thereafter, be permitted to sell, trade, transfer, discard, and if appropriate in its judgment, replace any of the Leased Assets, and shall maintain the Leased Assets in good mechanical and working order, repair, condition and appearance, to a standard that is commercially reasonable and consistent with the past practices and policies of the Lessee in connection therewith, and shall make any and all necessary repairs and replacements, including repairs and replacements on account of ordinary wear and tear, to the Leased Assets, and shall furnish or obtain and install any and all parts, components, accessories and servicing required to keep the Leased Assets in the state required by this lease.
- (b) Lessee shall cause the Leased Assets to be maintained and operated by competent and duly qualified personnel only, and for proper business purposes, and in compliance with all manufacturer's or supplier's recommendations, instructions, manuals and specifications and with all terms and provisions of this lease.

(3) Alterations, Additions, Improvements and Replacements

- (a) Lessee shall be entitled, at its expense, to make alterations, additions or improvements (each individually referred to as an "Alteration") to the Leased

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Assets provided that any such Alteration and all such Alterations collectively shall not be subject to, and shall not subject the Leased Assets to, any Lien which is not removed prior to the end of the Term.

Where, in respect of any Alteration, Lessee would be required or ~~permitted~~ by applicable law to obtain any permit, certificate, inspection or approval prior to or following making of the same from any governmental authority, Lessee shall obtain the same and promptly provide Lessor with evidence thereof.

- (b) All Alterations required by law or required to maintain the Leased Assets in the condition required by this lease or constituting replacements for any existing part of the Leased Assets shall upon the earlier of installation or completion become the property of, and the same are hereby conveyed to, Lessor without requirement of any further act or formality, and thereafter all such Alterations shall for all purposes be and be deemed to be part of the Leased Assets. All other Alterations shall remain the property of Lessee. Lessee shall not be entitled to remove any Alterations which become the property of Lessor but shall be entitled during the Term to remove any Alterations which remain the property of Lessee. However, damage caused by such removal shall be repaired by Lessee at Lessee's expense.
- (c) If Lessee fails to remove any Alterations which it is entitled to remove during the Term Lessor may, in the event that any such Alterations diminish the value of the Leased Assets when in its original condition hereunder, require Lessee to remove the same at or prior to the date Lessee is required to surrender or return the Leased Assets to Lessor under section 5(11). If Lessee does not remove and is not required by Lessor to remove any Alteration which otherwise would remain Lessee's property under subsection 5.3(2), any further right on the part of Lessee to remove the same after expiry of the Term shall be extinguished, and all right, title and interest of Lessee in and to all Alterations which had previously remained the property of Lessee but which have not been removed by Lessee shall without further act or formality be vested in and the same are hereby conveyed to Lessor. In addition, Lessor shall be indemnified by Lessee for any damages suffered by Lessor as a result of Lessee's failure to remove any Alteration which diminishes the original value of the Leased Assets.
- (d) If during the Term either the Lessee decides that it is commercially reasonable from an operating perspective or the Lessor decides that it is commercially reasonable as owner to undertake any capital repairs or improvements to, or replace any, Major Capital Assets or part thereof (each individually referred to as a "Replacement"), such Replacement shall be undertaken by the Lessee and shall be subject to the prior written consent of the City or the Lessee respectively, which consent by either party shall not be unreasonably withheld or delayed. The parties shall, acting reasonably, agree upon the design and cost sharing plans in respect of the Replacement having regard to the expected useful life of the Replacement and the time remaining in the Term.

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- (e) All Replacements shall upon the earlier of installation or completion become the property of, and the same are hereby conveyed to, Lessor without requirement of any further act or formality, and thereafter all such Replacements shall for all purposes be and be deemed to be part of the Leased Assets. All other Alterations shall remain the property of Lessee.
- (f) Lessee shall, if so requested by Lessor, execute and deliver to Lessor such bills of sale, assignments, conveyances, deeds and other documents and instruments as may be requested by Lessor to evidence the transfer to Lessor of title in and to any Alterations or Replacements which are to become the property of Lessor as contemplated in this section 5(3).

(4) Prosecution of Work

Lessee shall make and complete all repairs, Alterations, additions, changes or improvements to the Leased Assets diligently and in a good and workmanlike manner.

(5) Liens and Encumbrances

Lessee shall not at any time during the Term permit any builder's, labourer's, material supplier's or other similar lien or charge to stand against the whole or any part of the Leased Assets. In addition, at all times during the Term and so long as any amount owing hereunder shall remain unpaid, Lessee shall keep the Leased Assets and all Alterations referred to in subsection 5(2)(e) free and clear of all other liens, charges, encumbrances, security interests, seizures and rights or claims of third parties of any kind or nature (any such lien, charge, encumbrance, security interest, seizure and third party right and claim of any kind or nature being referred to as a "Lien"), except for any Lien arising out of claims against the Lessor unrelated to this transaction and to the Leased Assets. Notwithstanding the foregoing Lessee may, upon written notice to Lessor, refrain from paying and discharging any Lien if:

- (a) the amount, applicability or validity thereof is being contested by Lessee, and
- (b) Lessee shall have deposited with Lessor or with a court having jurisdiction or with the appropriate governmental authority such amount by way of cash, certificates of deposit or other security, if any, as may be required by such court or governmental authority or by applicable law in order to permit Lessee to contest the same, and shall have provided to Lessor, if and whenever requested by Lessor, with evidence satisfactory to Lessor that the effect of such proceedings is to postpone or avoid the enforcement of the Lien and forfeiture of any part of the Leased Assets.

However, upon final determination of such proceedings Lessee shall immediately pay and satisfy all costs, penalties, interest or charges payable by it in connection with the Lien and such proceedings.

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(6) Loss or Damage; Restoration and Rebuilding; Expropriation

Lessee assumes the entire risk of loss (including loss or interruption of use) of or damage to the Leased Assets from any cause whatsoever. No loss or damage, other than loss or damage arising from the negligence of Lessor shall affect or impair the obligations of Lessee under this lease, all of which shall continue in full force and effect subject to subsection 5(6)(c).

(7) Loss Insurance

Lessee shall maintain insurance against loss, damage or destruction of the Leased Assets on such terms and against such risks as may be prudent for property of the same type, manufacture and value as the Leased Assets. Lessor shall have no obligation to insure against any loss, damage or liability whatsoever. All policies and all renewals thereof shall name Lessor and Lessee jointly as named insureds and as loss payees. Insurance proceeds for damage to or destruction of the Leased Assets shall be paid to Lessor and applied towards satisfaction of Lessee's obligation to pay the Stipulated Loss Value of the Leased Assets or shall be disbursed to Lessee to reimburse it[, *upon presentation of appropriate invoices for the work done or materials acquired,*] for the costs of repair or replacement under section 5(6), as the case may be.

(8) Third Party Liability, Indemnity

- (a) Lessee assumes liability for all loss, damage, injury or death to persons or property arising directly or indirectly out of the possession, operation, storage or use of the Leased Assets during the Term, by whomsoever caused and whether or not caused by negligence unless caused by the negligent actions of Lessor's employees, agents or representatives. For greater certainty, it is understood that Lessor will not be responsible for any failure or omission to act, whether or not negligent, nor for any liability which may accrue to it by virtue only of its ownership of or interest in the Leased Assets, any such liability being solely the responsibility of Lessee. Lessee shall insure at its expense both Lessor and Lessee against such liability under comprehensive general liability policies (including contractual and, where commercially available, pollution liability insurance) in such amounts and with such insurers as are acceptable to Lessor from time to time. Each liability policy maintained in accordance with this subsection 5(8)(a) shall provide that all provisions thereof (except limits of liability) shall operate as if they were a separate policy covering each insured.
- (b) Lessee shall indemnify and save harmless Lessor, its directors, officers, employees and agents, from any liability described in subsection 5(8)(a) for which Lessee assumes liability under this lease and, subject to its control thereof, for all reasonable legal fees and other reasonable fees and costs Lessor or any of such persons may incur defending any claims, actions or proceedings in respect of any such liability. Lessee shall also indemnify and save harmless Lessor, its officers, employees and agents, from and against any and all other claims, demands,

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liabilities (statutory or otherwise), losses, costs, charges and expenses of whatever nature or kind relating to the Leased Assets including those relating to the possession, use, operation, maintenance, alteration, storage, repair, delivery, return or other disposition of all or any part of the Leased Assets unless caused by the negligent actions of Lessor's employees, agents or representatives.

(9) Proof of Insurance; Notice of Changes

Certificates confirming existence of the insurance coverage required to be maintained by Lessee under sections 5(7) and 5(8) shall be provided to Lessor upon request but Lessor shall not be deemed to have reviewed the same or the sufficiency thereof except where it has so confirmed in writing. In the event of issuance of notice of cancellation or termination, Lessee shall provide Lessor with satisfactory evidence of replacement insurance complying with this lease.

(10) Failure to Perform Covenants

If Lessee fails to maintain, to insure, to pay taxes or to keep the Leased Assets and the respective interests of Lessor and Lessee therein free and clear of all claims, proceedings and Liens as required by this lease, or to perform or observe any other covenant or condition of this lease, then in addition to its other remedies and provided that, if Lessee is not otherwise in default hereunder, such failure shall have continued for a period of not less than sixty (60) days (except in the event of a failure to insure, in which event Lessor may exercise its rights under this section 5(10) immediately), Lessor may, but shall not be obligated to, pay for repairs, pay to insure, pay taxes, pay to discharge, release or vacate any adverse claim or Lien against all or any part of the Leased Assets or to release the Leased Assets from proceedings, or pay any other sum or otherwise take such steps and proceedings as may in its opinion be required to cure or partially cure any default by Lessee hereunder. The reasonable cost of such actions and all amounts so paid and incurred by or on behalf of Lessor shall be payable to Lessor from the date the same is paid by Lessor to the date of payment by Lessee.

(11) Return Condition; Redelivery on Termination

- (a) The Leased Assets shall be returned to Lessor at the end of the Term in the same condition as it was in at the commencement of the Term.
- (b) On expiry or termination of this lease for any reason Lessee shall return the Leased Assets to Lessor.

(12) Early Termination

The Lessee shall have the right, exercisable on one year written notice to the Lessor, to terminate this lease. On the termination date, the Lessee shall surrender the Leased Assets in the condition required to be maintained by the Lessee under this Lease. The Lessee shall not have any claim or remedy against the Lessor except the remedy to terminate this lease as set out herein, except in the case of breach by the Lessor of the terms set out in this lease or the Ground

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Lease, in which case a claim may only be made pursuant to arbitration in accordance with this lease.

(13) Adjustment of Net Book Value

Each of the parties agree at the end of the Term to make or to accept (as the case may be) a one-time payment to adjust for any increase or decrease in the Net Book Value of the Leased Assets that may arise between the commencement date and the expiration date of this lease, adjusted for inflation. If any payment due from the Lessee to the Lessor under this section arises as a result of the Lessee's use of its own staff, equipment and other resources to effect repairs to the Leased Assets or any part thereof, the payment due from the Lessee may be reduced to the extent that the Lessee establishes the net value of such repairs, provided that no claim for any payment by the Lessor to the Lessee shall be made on this basis. If the parties at the expiration of the Term are unable to agree upon the amount of the payment to be made under this Section, then the amount shall be determined by a single arbitrator in accordance with the dispute resolution provisions set out herein.

(14) Dealing with Leased Assets in Ordinary Course of Business

Without limiting the obligation of the Lessee to maintain the Leased Assets and account for them, in accordance with this Agreement, the Lessee shall, during the Term, have full authority to deal with and dispose of the Operating Assets in the ordinary course of business.

6. Default; Remedies of Lessor

(1) Events of Default

Each of the following shall constitute an event of default (an "Event of Default") under this lease:

- (a) if Lessee assigns this lease or sublets, transfers, surrenders or loses possession (except by theft) of any of the Leased Assets, except in the ordinary course of business, whether by seizure, expropriation, abandonment or otherwise;
- (b) if Lessee makes an assignment for the benefit of creditors;
- (c) if Lessee states in writing its inability to pay its debts as they fall due or demonstrates an intention to cease carrying on business;
- (d) if a receiver, receiver-manager, trustee or similar official is appointed for Lessee or any of its property which appointment is not contested by Lessee or which, if contested, is not vacated within ten (10) days of the appointment;
- (e) if a petition in bankruptcy or other proceeding or application for reorganization or liquidation of Lessee under any federal or provincial law is filed or commenced

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by or against Lessee which is not contested by Lessee or which, if contested, is not discharged within ten (10) days of filing;

- (f) if Lessee suspends business, or transfers to one or more other entities all or a substantial part of Lessee's property, or seeks any proposal, arrangement or compromise with its creditors under the Bankruptcy and Insolvency Act (Canada) or any other statute or otherwise, or becomes subject to or does or fails to do any act or thing reasonably considered by Lessor to result in the material impairment of Lessee's ability to perform its obligations under this lease, or as evidencing a lack of intention on the part of Lessee so to do;
- (g) if Lessee commits an act of bankruptcy;
- (h) if Lessee fails to comply with or to perform any other term of this lease provided:
 - (i) Lessee has been given notice of such failure by or on behalf of Lessor and a period of sixty (60) days has elapsed from the date of such notice without Lessee having cured the same, or
 - (ii) where by its nature such failure is capable of being cured but is not capable of cure within sixty (60) days, Lessee has not proceeded diligently to cure such failure or, in any event, if such failure has not been cured within 180 days of such notice; and
- (i) the Lessee shall be in default under the Ground Lease.

(2) Consequences of Default; Remedies

- (a) Upon the occurrence of any Event of Default, Lessor may, subject to any provision of applicable law which cannot be waived:
 - (i) take any proceedings and pursue any remedies available to it under this lease, at law, equity or by statute to compel performance by Lessee of its obligations under this lease or to cure any default by Lessee and/or in the alternative, to recover damages;
 - (ii) with or without terminating this lease, enter personally, or by agents or attorneys, upon any premises where the Leased Assets or any part thereof may be located and repossess all or any part of the Leased Assets without any prior or further demand, notice, court order or other process of law, and may use such force as may be lawful and as circumstances may require, and Lessee hereby releases Lessor from all liability for damage occasioned by such repossession and agrees to indemnify and save Lessor harmless against all claims for such damage;
 - (iii) as agent for Lessee, without terminating this lease and without in any way releasing Lessee from any of its obligations hereunder, re-lease the Leased Assets for such period and upon such terms as Lessor deems fit and apply

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the net proceeds of such re-leasing against amounts payable hereunder (including amounts payable under subsection 6(2)(v));

- (iv) provided such Event of Default has continued unremedied for not less than (insert period) days, or if Lessee has expressed or demonstrated an intention not to remedy such Event of Default, or such Event of Default is not by its nature reasonably capable of being remedied within such period of time, elect to terminate this lease, in which event Lessor may elect to retain or dispose of the Leased Assets in whole or in part, whether by public sale, private sale, lease or otherwise, and at such time and place and upon such terms and conditions (including sale for deferred payments) as are commercially reasonable in the circumstances, and

(3) Exercise of Remedies

The remedies specified in this lease, except the right to monetary compensation in accordance with sections 5(13) and 8(5) hereof, are in addition to any other rights Lessor may have at law, equity or under this lease, and Lessor may exercise any one or more of such rights successively or concurrently.

(4) Waiver, Amendment

No covenant or condition of this lease to be performed or observed by Lessee can be waived except by written consent of the other party. Forbearance by either party in any regard shall not constitute a waiver. No waiver of a single default shall be deemed a waiver of any other, nor shall any single or partial exercise of any remedy preclude any further exercise thereof or of any other remedy of the party not in default. This lease shall not be amended except in writing signed by authorized representatives of each party.

7. Dispute Resolution

Any controversy, question, claim or other dispute arising out of or relating to this lease (a "Dispute") which is not resolved in the first instance by negotiation in good faith between the parties within 14 business days of the Dispute arising, shall be resolved by either party giving written notice to the other that the Dispute is to be submitted to arbitration in accordance with this paragraph. For any Dispute submitted to arbitration, the following provisions shall apply:

- (a) the arbitration tribunal shall consist of one arbitrator appointed by mutual agreement of the Lessor and the Lessee or in the event of failure to agree within 10 business days following delivery of the written notice to arbitrate, any party may apply to a judge of the Superior Court of Justice (Ontario) to appoint an arbitrator. The arbitrator shall be qualified by education and training to pass upon the particular matter to be decided;

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- (b) the submissions of each party shall be in writing, and provided to the arbitrator and the other party within two business days of the dispute being submitted to arbitration;
- (c) the arbitration shall take place in Hamilton, Ontario;
- (d) the arbitrator will make a decision and advise both the parties in writing of the decision no later than 15 business days following the day on which the written submissions are provided to the arbitrator;
- (e) the costs of the arbitration shall be borne equally by the parties;
- (f) the parties shall co-operate promptly and in good faith with the arbitrator to provide full disclosure of information relevant to the dispute;
- (g) the arbitration award shall be given in writing and shall be final and binding on the parties, not subject to any appeal except as set out in the *Arbitration Act, 1991* (Ontario), and shall deal with the questions of costs of arbitration and all related matters;
- (h) all Disputes referred to arbitration (including the scope of the agreement to arbitrate, any statute of limitations, set-off claims, conflict of laws rules, torts claims and interest claims) shall be governed by the substantive law of Ontario;
- (i) the arbitrator shall make such other rules of procedure, evidence and other matters for an arbitration as are reasonable having regard to the timing requirements set out herein;
- (j) the parties agree that the arbitration shall be kept confidential and that the existence of the proceedings and any elements of it (including any pleadings, brief or other documents submitted or exchanged, any testimony or other oral submissions and any awards) shall not be disclosed beyond the arbitrator, the parties, their counsel and any person necessary to the conduct of the proceeding, except as may lawfully be recorded in judicial proceedings relating to the arbitration or otherwise.

8. General

[Note to Draft: This section and section 15 in the Ground Lease should be conformed]

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(1) Time

Time is of the essence of this lease and of the parties obligations.

(2) Notices

Any notice to be given pursuant to the provisions of this lease must be in writing and may be personally served in which case service shall be immediate or may be given by prepaid registered post mailed at a post office in the City of Hamilton and shall be deemed to have been served 72 hours following the day of mailing. The address of the Landlord and Tenant for such purpose is set out in Schedule *. Either party may from time to time notify the other of any change of address.

(3) Successors and Assigns

This lease shall enure to the benefit of and be binding upon the successors and assigns of the Lessor and the successors and permitted assigns of the Lessee, as the case may be. In addition it is acknowledged by Lessee that the benefit of any release or agreement to indemnify Lessor hereunder shall also extend to and be enforceable by any and all directors, officers, employees, agents and representatives of Lessor from time to time, and may be enforced by any one or more of such persons directly against Lessee, or by Lessor as agent, trustee or otherwise for the benefit of such persons.

(4) Waiver

If the Lessor shall overlook or excuse any default by the Lessee of any obligation hereunder this shall not operate as a waiver of such obligation in respect of any continuing or subsequent default and no waiver shall be effective unless expressed in writing. The acceptance of rent by the Lessor from the Lessee or any other entity will not be considered to be a waiver of a breach by the Lessee of its obligations hereunder regardless of the knowledge of the Lessor of the breach at the time of acceptance of the rent.

(5) Force Majeure

If and to the extent that either the Lessor or the Lessee shall be prevented, delayed or restricted in the fulfilment of any obligation hereunder other than the payment of money by the Lessee because of any cause beyond the control of the party affected thereby which prevents the performance by such party of any obligation hereunder and not caused by its default and not avoidable by the exercise of reasonable effort including, without limitation, strikes, labour disturbances, civil disturbance, acts, orders, legislation, regulations or directives of any government or public authority, acts of a public enemy, war, riot, sabotage, earthquake, fire, storm, hurricane, flood, explosion or act of God, it shall be deemed not to be a default in the

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performance of such obligation and any period for the performance of such obligation shall be extended accordingly and the other party to this lease shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned.

(6) Audit

The Lessor shall have the right, at any time and from time to time during the Term, to conduct an audit of the operations of the Tenant for any purposes of determining the Tenant's compliance with the Lease, including without limitation a determination of the Net Book Value of the Leased Assets, and the Lessee agrees to make all books and records, including the working papers of its accountants or auditors, available for review and copying by the Lessors or its representatives in connection with such audit.

(7) Further Assurances

Lessee shall at its own expense do, execute, acknowledge or deliver all such further things, agreements, documents and conveyances as may from time to time be requested by Lessor to give effect to or better protect the rights of Lessor hereunder, including but not limited to completion of such public registrations, except registrations under the *Personal Property Security Act* (Ontario), of or with respect to this lease and Lessor's rights hereunder as Lessor may require.

(8) Assignment

- (a) Lessee shall not assign any of its rights hereunder nor sublet the Leased Assets without the prior written consent of Lessor which shall not be unreasonably withheld. No purported assignment or sub-letting by Lessee in contravention of this subsection shall be of any effect as against Lessor.
- (b) Lessor may assign its rights or transfer any of its obligations under this lease, or both, in whole or in part without notice to Lessee, provided that Lessee shall be bound by any such assignment only upon receipt of notice thereof.

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EXECUTED by the parties as of the date first written above.

**THE CORPORATION OF THE CITY OF
HAMILTON**

By: _____
Title:

HAMILTON HARBOUR COMMISSION

By: _____
Title:

Schedule 7

CURRENT HHC MARINA EMPLOYEES

Salaried Employees

<u>Name</u>	<u>Date of Hire</u>
Robert W. Hollander	09/15/80
Alan Ross	02/15/88
Timothy J. Mudge	04/10 89
Dennis Ogilvie	05/04/92
Brent Kinnaird	04/18/95
Jeffrey P. Papiez	10/20/80
Phillip S. Prew	01/21/89
John Vandasselaar	03/02/87
Alfred S. Smagacz	04/21/97
Glenn Lethbridge	04/30/80
Leslie Makins	01/12/98

Unionized Employees - C.U.P.E. Local 958

<u>Name</u>	<u>Date of Hire</u>
Alan R. Powell	07/30/79
William K. Souter	10/17/90
Chris Gifford	04/19/93
Zhi-Wei Wang	10/09/90
Geophrey E. Archbold	10/06/97
Gary Sequillion	08/10/98
Ron W. Tremain	02/06/97
Jerry Vermeltfoort	09/25/89

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SCHEDULE 8 AS
REFERRED TO IN A
RESOLUTION FOR
OCTOBER 20, 2000
SPECIAL CITY COUNCIL
MEETING

Framework Agreement

This Agreement made this day of , 2000.

Between: Her Majesty the Queen in Right of Canada as represented by
the Minister of Canadian Heritage ("Canada")

and

The Hamilton Harbour Commissioners ("Commissioners")

and

The Corporation of the City of Hamilton ("City")

In consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

1. The Commissioners covenant and agree:

- a) to deed to Canada a parcel of land 8.25 acres in area located on Pier 8 comprising part of Hamilton Harbour lands, and more particularly, shown on a sketch, attached as Schedule "A" (the "Lands").
- b) that commercial vessels using the Hamilton Harbour will be allowed to tie-up along the northern perimeter of Pier 8 in front of the Lands used for the Interpretive Centre for the purpose of queuing for loading and unloading along the northern perimeter. Queuing for such loading and unloading purpose will only be allowed if no other place along the northern perimeter for such queuing is available, and only then for the shortest amount of time practicable. No tie-up of vessels in front of the Lands used for the Interpretive Centre will occur between December 31 and April 1 of each year. If queuing for the loading and unloading purpose during the April 2 to December 30 period is unduly interfering with the operation of the Interpretive Centre, the Commissioners shall upon the request of Parks Canada review its practices and effect changes so as to eliminate such undue interference.

- 2 -

2. Canada covenants and agrees:

- a) to develop an Interpretive Centre on the Lands which will tell the story of national protected heritage areas in Canada, ~~have~~ an explicit focus on national marine conservation areas in Canada's oceans and great lakes as well as tell the specific stories on marine conservation in Lake Ontario.
- b) to sell the Lands in the event that either construction of the Interpretive Centre facility is not completed on or before that date which is 36 months from the termination of any existing leases, or the Lands are no longer used as an Interpretive Centre (the "Event") and that before the Lands are offered for sale to any person or body, Canada shall provide written notice (the "Notice") to the City of the Event and the City shall have the right for a period of one hundred and eighty (180) days after receipt of the Notice to elect to purchase the Lands upon the following terms and conditions:
 - (i) the closing date shall be within one hundred and eighty (180) days from the time the City elects to purchase the Lands;
 - (ii) the purchase price for the Lands shall be the lesser of (1) the fair market value of the Lands; or (2) the undepreciated capital cost of the Interpretive Centre building determined in accordance with generally accepted accounting principles; and
 - (iii) all other terms and conditions of the purchase shall be mutually agreed by the parties, acting reasonably.

Fair market value for the purposes of this agreement means the most probable price available in an open and unrestricted market, between informed and prudent parties, acting at arm's length and being under no compulsion to act, expressed in terms of a dollar value of the average of the estimates provided by each of two real estate appraisers. The real estate appraisers shall have regard to the current nature of the Lands, the then current zoning affecting the Lands, and other factors generally affecting the marketability of lands in making the estimates.

- 3 -

- c) In the event that the City shall be entitled to exercise its right of first refusal and chooses not to do so, the Commissioners shall be entitled to exercise a right of second refusal to purchase the Lands for one dollar and upon such other terms and conditions of the purchase as shall be mutually agreed to by the parties acting reasonably.
3. The City covenants and agrees:
- a) to provide full municipal services to the lot line of the Lands.
 - b) to construct and maintain to City of Hamilton municipal standards a fully-built access road to the southern limits of the site.
 - c) to ensure that the City's by-laws, existing and future, permit the use and location as an Interpretive Centre on the Lands.
4. If the parties disagree as to the fair market value of the Lands or the amount of the undepreciated capital cost, the dispute shall be subject to arbitration in accordance with the *Commercial Arbitration Act* R.S. 1985 c. 17 (2nd Supp.) as amended.
5. Canada acknowledges that damages will not be sufficient compensation for the injury suffered to the City should the Lands be transferred in any manner other than as set out herein and that the equitable remedy of a declaration would be appropriate.
6. The parties agree that this agreement may be registered on title to the Lands.

The rights and obligations of the parties under this Agreement are subject to:

1. Finalization of definitive agreements to resolve a number of outstanding issues between Canada, the Commissioners and the City with respect to Hamilton Harbour.

- 4 -

2. Canada obtaining all necessary approvals including those of the Treasury Board.

IN WITNESS WHEREOF, the Minister of Canadian Heritage on behalf of Her Majesty has hereunto set her hand and Hamilton Harbour Commissioners and The Corporation of the City of Hamilton have hereunto affixed their corporate seals attested to by their proper signing officers duly authorized in that behalf.

Minister of Canadian Heritage

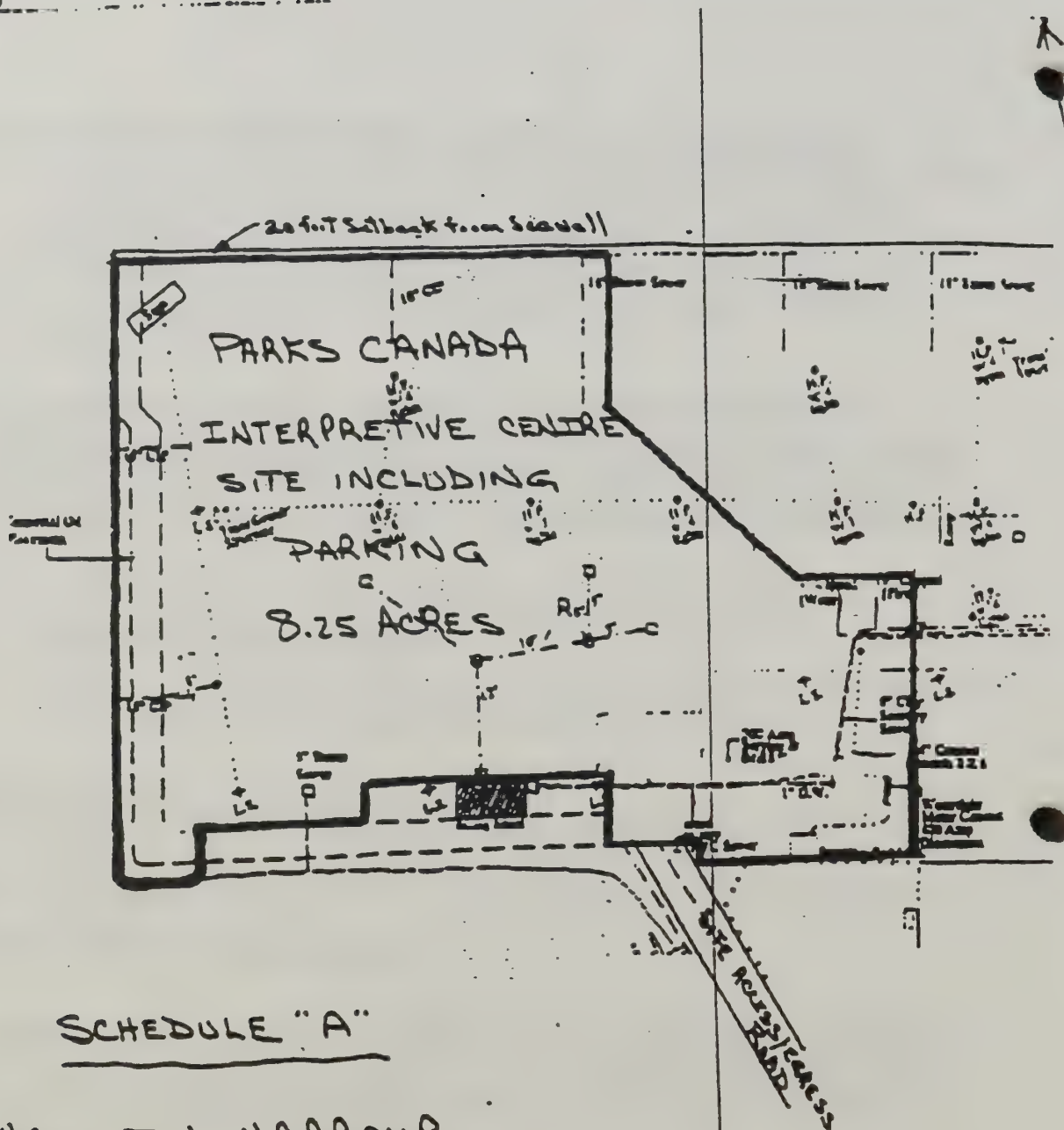
Hamilton Harbour Commissioners

The Corporation of the City of Hamilton

Mayor

City Clerk

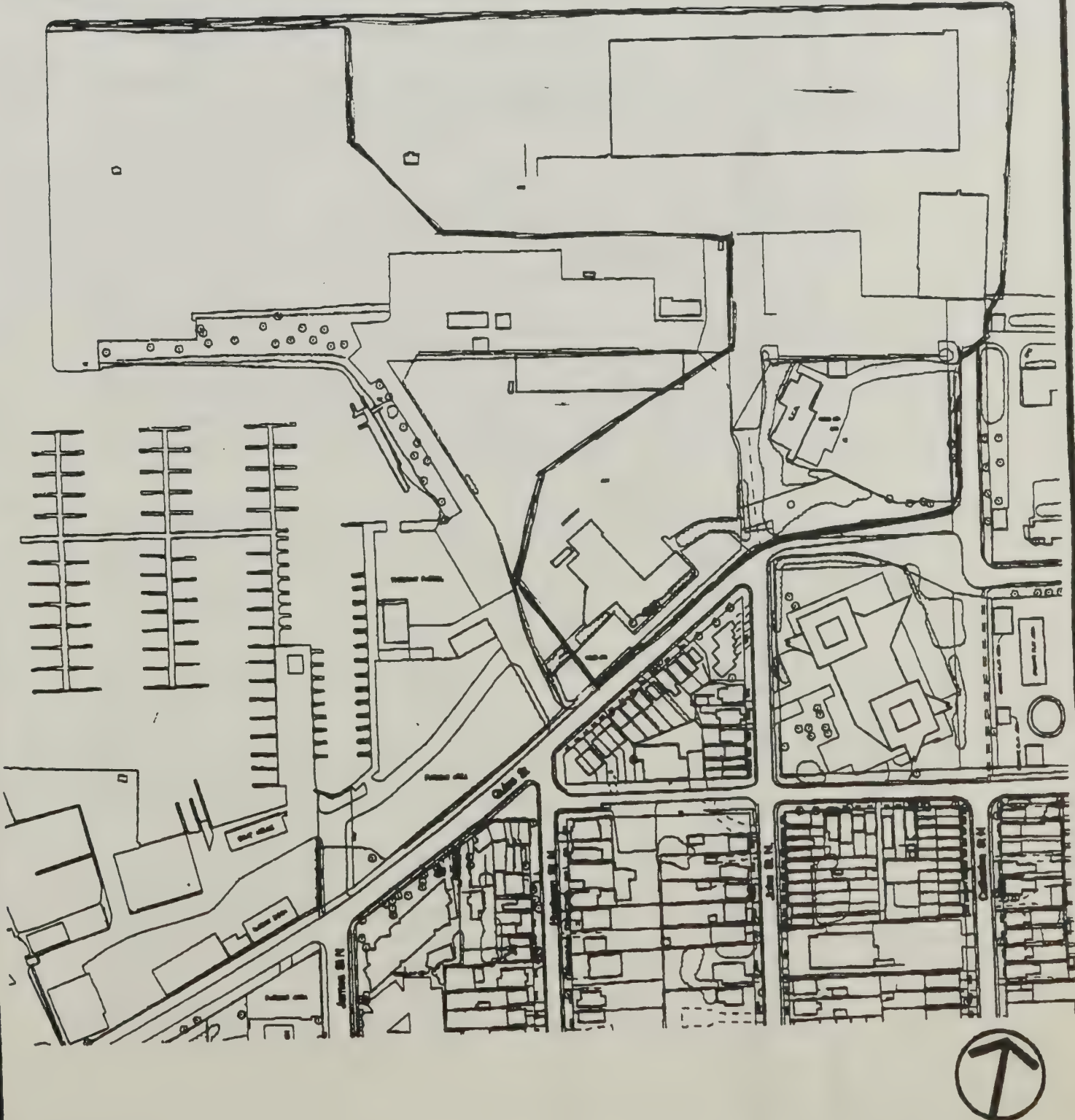
Site of Pier 8



SCHEDULE "A"

HAMILTON HARBOUR
PIER 8

SCHEDULE 9 AS
REFERRED TO IN A
RESOLUTION FOR
OCTOBER 20, 2000
SPECIAL CITY COUNCIL
MEETING



Project

PIER 8

926

Title

Existing Conditions

Date OCTOBER 2000

Scale 1:3000

Dwg. No.

City of

SCHEDULE 10 AS
REFERRED TO IN A
RESOLUTION FOR
OCTOBER 20, 2000
SPECIAL CITY COUNCIL
MEETING



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(00-06-27)

SCHEDULE 11 AS
REFERRED TO IN A
RESOLUTION FOR
OCTOBER 20, 2000
SPECIAL CITY COUNCIL
MEETING

PIER 9 LANDS RIGHT OF FIRST REFUSAL AGREEMENT

This Agreement made in duplicate as of the day of , 2000.

BETWEEN: **HER MAJESTY THE QUEEN IN RIGHT OF CANADA**
as represented by the Minister of National Defence (the "Crown")

and

THE CORPORATION OF THE CITY OF HAMILTON
(the "City")

WHEREAS pursuant to Order-in-Council P.C. 11404 dated December 19, 1941 the Crown accepted an offer to purchase, and did purchase for the sum of \$20,000.00 certain lands in the City of Hamilton lying north of the production easterly of the southern limit of Guise Street between the easterly limit of Catherine Street and the production northerly of the westerly limit of Ferguson Avenue and extending north to the revetment wall on the Hamilton Harbour Front, the said lands aggregating 9.23 acres more or less (the "Pier 9 Lands");

AND WHEREAS the resolution of the City Council dated February 9, 1943 records the interest of the City in obtaining a first option to re-purchase the Pier 9 Lands for the sum of \$20,000.00 in the event that they should cease to be used for purposes relating to national defence;

AND WHEREAS the Crown has erected certain buildings, fixtures and improvements on the Pier 9 Lands;

NOW THEREFORE, in consideration of [refer to relevant Settlement Agreements] and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, the parties hereto agree as follows:

1. If and when the Minister of National Defence, in his sole and exclusive discretion, decides that the Pier 9 Lands have become surplus to the needs of the Department of National Defence, the Crown shall sell the Pier 9 Lands, and that, before the Pier 9 Lands are offered to sale to any other person or body, the Crown agrees to give written notice of the Minister's decision in accordance with [notice provisions herein] and the City shall have the right of first refusal, for a period of one hundred and eighty (180) days after receipt of such notice, to elect to purchase the Pier 9 Lands for the price and upon the terms and conditions contained herein.

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2. If the City elects to exercise its right of first refusal under this agreement, the terms of the purchase of the Pier 9 Lands shall be as follows:

- (a) the purchase price shall be the lesser of:
 - (i) the fair market value of the Pier 9 Lands; or
 - (ii) \$20,000.00 plus the undepreciated capital cost to the Crown of any buildings, fixtures and improvements erected by the Crown on the Pier 9 Lands, determined in accordance with generally accepted accounting principles.

less, in either case, the amount of all costs relating to any remedial measures which may be required further to screening under the *Canadian Environmental Assessment Act*, in so far as the remedial measures have not been taken into account in the estimation of the fair market value;

- (b) the City shall use the Pier 9 Lands, or provide for its use, for open space, parks, recreation, or other purposes that are not incompatible with surrounding port uses;
- (c) the City will accept the land on an as is where is basis, and will assume all costs relating to any remedial measures which may be required further to screening under the *Canadian Environmental Assessment Act*;
- (d) the closing date shall be within one hundred and eighty (180) days from the time when the City elects to purchase the Pier 9 Lands; and
- (e) all other terms and conditions of the purchase shall be mutually agreed by the parties, acting reasonably.

Fair market value for the purpose of this agreement means the most probable price available in an open and unrestricted market, between informed and prudent parties, acting at arm's length and being under no compulsion to act, expressed in terms of a dollar value of the average estimates provided by each of two real estate appraisers, such value to be adjusted by the real estate appraisers having regard to the current nature of the Pier 9 Lands, and other factors generally affecting the marketability of lands.

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3. If the parties disagree as to the fair market value of the Pier 9 Lands or the amount of the undepreciated capital cost, the dispute shall be subject to arbitration in accordance with the *Commercial Arbitration Act*, R.S., 1985, c. 17 (2nd Supp), as amended.

4. [Notice Provisions]

5. The Crown acknowledges that damages will not be sufficient compensation for the injury suffered to the City should the Pier 9 Lands be transferred in any manner other than as set out herein and that the equitable remedy of a declaration would be appropriate.

6. This agreement is conditional upon the settlement of the Superior Court of Ontario action Court File No. 4820/89 between the City, the Crown and The Hamilton Harbour Commissioners and the full and final release of the Crown from all claims contained therein.

7. The parties agree that this agreement may be registered on title to the Pier 9 Lands.

IN WITNESS WHEREOF, the parties have executed this Agreement as evidenced by the signatures of their duly authorized directors, officers or representatives as of the day and year first above written.

**HER MAJESTY THE QUEEN IN
RIGHT OF CANADA** as represented by
the Minister of National Defence

Per: _____

**THE CORPORATION OF THE CITY
OF HAMILTON**

Per: _____

SCHEDULE 12 AS
REFERRED TO IN A
RESOLUTION FOR
OCTOBER 20, 2000
SPECIAL CITY COUNCIL
MEETING

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(00-06-27)

Page 1 of 5

REMAINDER LANDS RIGHT OF FIRST REFUSAL AGREEMENT

This Agreement made in triplicate as of the _____ day of _____, 2000.

BETWEEN: **HER MAJESTY THE QUEEN IN RIGHT OF CANADA** as
represented by the Minister of Transport (the "Crown")

and

THE HAMILTON HARBOUR COMMISSIONERS (the "HHC")

and

THE CORPORATION OF THE CITY OF HAMILTON (the "CITY")

WHEREAS following the enactment of *The Hamilton Harbour Commissioners' Act*, S.C. 1912, c. 98, as amended, the City transferred to HHC the lands set out in Schedule "A" attached hereto (the "Lands");

WHEREAS the *Canada Marine Act*, S.C. 1998, c. 10, as amended (the "Act") provides a scheme under which it is proposed that HHC may be continued as the Hamilton Port Authority (the "HPA") for the purposes of operating a port at the harbour located at Hamilton, Ontario (the "Hamilton Harbour");

AND WHEREAS, in the event that

- (i) HHC, or any successor to HHC constituted under legislation enacted by the Parliament of Canada (a "Successor"), including but not limited to the HPA, is required to liquidate its assets prior to its dissolution under subsection 55(1) of the Act, or under any successor legislation enacted by the Parliament of Canada in relation to the operation of a port at Hamilton Harbour (a "Liquidation"), or
- (ii) HHC, or a Successor, is dissolved without liquidation of its assets, under subsection 55(2) of the Act, or under any successor legislation enacted by the Parliament of Canada in relation to the operation of a port at Hamilton Harbour (a "Dissolution"), or
- (iii) neither HHC, nor a Successor, continues to operate, directly or indirectly, any port facilities, at Hamilton Harbour, under the Act, or under any successor legislation enacted by the Parliament of Canada (a "Cessation"),

the parties intend that HHC, a Successor or the Crown, as applicable, shall sell the Lands, or any part thereof, held by HHC or a Successor, at the time of the Liquidation, Dissolution or Cessation (the "Remainder Lands") and that, before the Remainder Lands are offered for sale to any other person or body, the City shall have a contractual right of first refusal to elect to purchase the Remainder Lands in accordance with the terms and conditions of this Agreement;

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Page 2 of 5

NOW THEREFORE, in consideration of [refer to relevant Settlement Agreements] and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties:

1. The parties agree that, in the event of a Liquidation, Dissolution or Cessation (the "Event"), HHC, a Successor or the Crown, as applicable, shall sell the Remainder Lands and that, before the Remainder Lands are offered for sale to any other person or body, HHC, a Successor or the Crown, as applicable, shall provide written notice (the "Notice") of the Event to the City, in accordance with the notice provisions in paragraph 13 below, and the City shall have a contractual right of first refusal, for a period of one hundred and eighty (180) days after receipt of the Notice, to elect to purchase the Remainder Lands from HHC, a Successor or the Crown, as applicable, upon the following terms and conditions:

(a) the closing date shall be within one hundred and eighty (180) days from the time when the City elects to purchase the Remainder Lands;

(b) the purchase price for the Remainder Lands shall be the greater of either: (i) the Liabilities Amount (as such term is defined below); or (ii) the Fair Market Value (as such term is defined below) of the Remainder Lands at the time of the Event;

(c) the City will accept the land on an "as is, where is" basis, excepting encumbrances related to secured liabilities which can be satisfied as a result of the payment of the purchase price; and

(d) all other terms and conditions of the purchase shall be mutually agreed by the parties, acting reasonably.

2. For the purposes of this Agreement, "Fair Market Value" means the most probable price available in an open and unrestricted market, between informed and prudent parties, acting at arm's length and being under no compulsion to act, expressed in terms of a dollar value of the average of the estimates provided by each of two real estate appraisers, less the amount of all costs relating to any remedial measures which may be required to be undertaken pursuant to the *Canadian Environmental Assessment Act*, or other applicable legislation, in so far as the remedial measures will be undertaken by the City and the estimates have not been reduced on account of the cost of those measures. The real estate appraisers shall have regard to the current nature of the Remainder Lands, the then current zoning affecting the Remainder Lands, and other factors generally affecting the marketability of lands, in making the estimates.

3. For the purposes of this Agreement, "Liabilities Amount" means: (a) the total amount of all secured liabilities of HHC, or a Successor, at the time of the Event, relating solely to the Remainder Lands, but if the secured liabilities of HHC, or a Successor, at the time of the Event relate to other lands as well as the Remainder Lands, without distinction as to the proportion of the liabilities attributable to the Remainder Lands and other lands, then this portion of the Liabilities Amount shall be the proportion of the total amount of all of the secured liabilities of HHC, or a Successor, relating to all of the lands, at the time of the Event, which the Fair Market Value of the Remainder Lands bears to the Fair Market Value of all of the lands, at that time; plus (b) that proportion of the total

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amount of all of the unsecured liabilities of HHC, or a Successor of HHC, at the time of the Event, which the Fair market Value of the Remainder Lands bears to the Fair Market Value of all of the assets of HHC, or a Successor, at that time.

4. The parties agree to execute, or cause to have executed, all documents necessary to effect the conveyance to the City in the event that the City exercises the contractual right of first refusal in accordance with paragraph 1 above, including without limitation, transfers, deeds, assignments, or assumption agreements, in registrable form, as applicable.

5. The City acknowledges and agrees that, notwithstanding paragraphs 1 to 4 above, the City shall not: (i) have any interest in the Lands, or any part thereof, or any other lands now held by HHC, until an Event occurs; or (ii) deal with or enforce its contractual right in respect of the Lands, or any part thereof, in any way, or otherwise interfere with the rights of HHC, or a Successor, in respect of the Lands, or any part thereof, or any other lands now held by HHC, including without limitation, any rights of HHC, or a Successor, to sell, transfer, mortgage, lease, license, or otherwise dispose of or deal with the Lands, or any part thereof, or any other lands now held by HHC, free of any claim by the City under this Agreement or otherwise, until an Event occurs.

6. If the City shall fail to exercise its contractual right of first refusal under paragraph 1 above, within the said one hundred and eighty (180) day period, HHC, or a Successor, or the Crown, as applicable, shall be free to sell the Remainder Lands to any other person or body provided that the purchase price shall not be lower than the purchase price required to be paid by the City in accordance with that paragraph.

7. HHC and the Crown acknowledge and agree that all rights, entitlements, immunities, liabilities and obligations of HHC under the terms of this Agreement shall, in the event that HHC is continued as the HPA under the Act, be preserved and transferred to the HPA pursuant to subsection 10(3) of the Act.

8. The City agrees that it shall not assign its rights under this Agreement to any person, or body, other than a successor municipality.

9. For greater certainty, HHC, or a Successor, and the Crown acknowledge and agree to the terms of this Agreement and agree, that after an Event they will not deal with the Remainder Lands in any way that interferes with the rights of the City herein. HHC further acknowledges that damages will not be sufficient compensation for the injury suffered to the City should the Remainder Lands be transferred by HHC, or a Successor, in any manner other than in accordance with this Agreement and that equitable remedies including, without limitation, specific performance or injunction, would be appropriate. The Crown further acknowledges that damages will not be sufficient compensation for the injury suffered to the City should the Remainder Lands be transferred by the Crown in any manner other than in accordance with this Agreement and that the equitable remedy of a declaration would be appropriate.

10. For greater certainty, the parties agree that, except upon the occurrence of an Event, the City will not call for the return, charge, disposition, or transfer of any lands now held by HHC, which are not expressly conveyed to the City pursuant to definitive

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(00-06-27)

agreements to settle the Superior Court of Ontario action Court File No. 4820/89 between the parties.

11. This Agreement is conditional upon the settlement of the Superior Court of Ontario action to which reference is made in paragraph 10 above, and upon the full and final release of HHC and the Crown from all claims therein.

12. If any dispute arises under this Agreement and the parties are unable to resolve such dispute, acting reasonably, such dispute shall be subject to arbitration in accordance with the *Commercial Arbitration Act*, R.S.C. 1985, c. 17 (2nd Supp.), as amended.

13. The parties agree to the following provisions for the giving of Notice under this Agreement: [NOTE TO DRAFT: ADD NOTICE PROVISIONS].

IN WITNESS WHEREOF, the parties have executed this Agreement as evidenced by the signatures of their duly authorized directors, commissioners, officers or representatives as of the day and year above first written.

**HER MAJESTY THE QUEEN IN
RIGHT OF CANADA** as represented
by the Minister of Transport

Per: _____

**THE HAMILTON HARBOUR
COMMISSIONERS**

Per: _____

**THE CORPORATION OF
THE CITY OF HAMILTON**

Per: _____

DRAFT
(00-06-27)

SUPERIOR COURT OF JUSTICE

SCHEDULE 13 AS
REFERRED TO IN A
RESOLUTION FOR
OCTOBER 20, 2000
SPECIAL CITY COUNCIL
MEETING

BETWEEN:

THE CORPORATION OF THE CITY OF HAMILTON

Plaintiff

and

**THE ATTORNEY GENERAL FOR CANADA AND
THE HAMILTON HARBOUR COMMISSIONERS**

Defendants

MINUTES OF SETTLEMENT

WHEREAS The Hamilton Harbour Commissioners (the "HHC") is a corporation established by a special act of the Parliament of Canada entitled *The Hamilton Harbour Commissioners' Act* ("HHCA"), proclaimed in force on April 1, 1912;

AND WHEREAS the Corporation of the City of Hamilton (the "City") has brought this action alleging damages of \$100,000,000.00 in respect of the operation of the HHC and alleging future damages flowing from the proposed repeal of the *HHCA* by the government of Canada (the "Crown") and the proposed continuation of the HHC as a Port Authority pursuant to the *Canada Marine Act*, S.C. 1998 c. 10 (the "*CMA*");

AND WHEREAS the City and the HHC, with the assistance of the Crown, have negotiated a resolution of many long-standing areas of disagreement between them including the matters which have given rise to this action, which resolution is more particularly set out in an agreement entitled the Proposal Agreement;

AND WHEREAS the Crown has entered into agreements with the HHC and the City also aimed at resolving areas of disagreement between the parties relating to the lands presently owned by the Crown and known as Pier 9, as well as the Harbour bed and Pier 10;

AND WHEREAS the Crown has also taken the further and separate initiative through its Department of Canadian Heritage to create an Interpretive Centre on 8.25 acres of land on Pier 8 as is more particularly set out in the Interpretive Centre Framework Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the settlement of this action and the mutual covenants herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed upon, the parties hereto hereby agree as follows:

1. The Crown shall pay \$21,300,000.00 (TWENTY ONE MILLION, THREE HUNDRED THOUSAND DOLLARS) to HHC in settlement of all claims brought against the Crown by the City herein;
2. HHC and the City shall execute and carry out all the matters set out in the Proposal Agreement substantially in the form attached hereto as Schedule "A";

3. The Crown, HHC and the City will execute the Remainder Lands Right of First Refusal Agreement substantially in the form attached hereto as Schedule "B";
4. The Crown and the City will execute the Pier 9 Right of First Refusal Agreement substantially in the form attached hereto as Schedule "C";
5. These Minutes of Settlement shall constitute a full and final settlement of all matters arising from this action and shall, with the Proposal Agreement, Remainder Lands Right of First Refusal Agreement, and Pier 9 Right of First Refusal Agreement, be determinative and conclusive of the rights of the parties with respect to that litigation.
6. The rights and obligations of the parties under these Minutes of Settlement are conditional upon the receipt by the parties of comprehensive mutual Releases signed by the parties releasing each other from all causes of action and demands they now have or could ever have with respect to events occurring up to the present time in relation to any claims that have or could have been made in this action whether those claims be based upon events occurring prior to or following the present time and whether those claims be in respect of lands held now, formerly held or that are subsequently acquired by HHC or any successor to HHC.

DATED at Toronto, this day of , 2000.

Her Majesty the Queen in Right of Canada

Per: _____

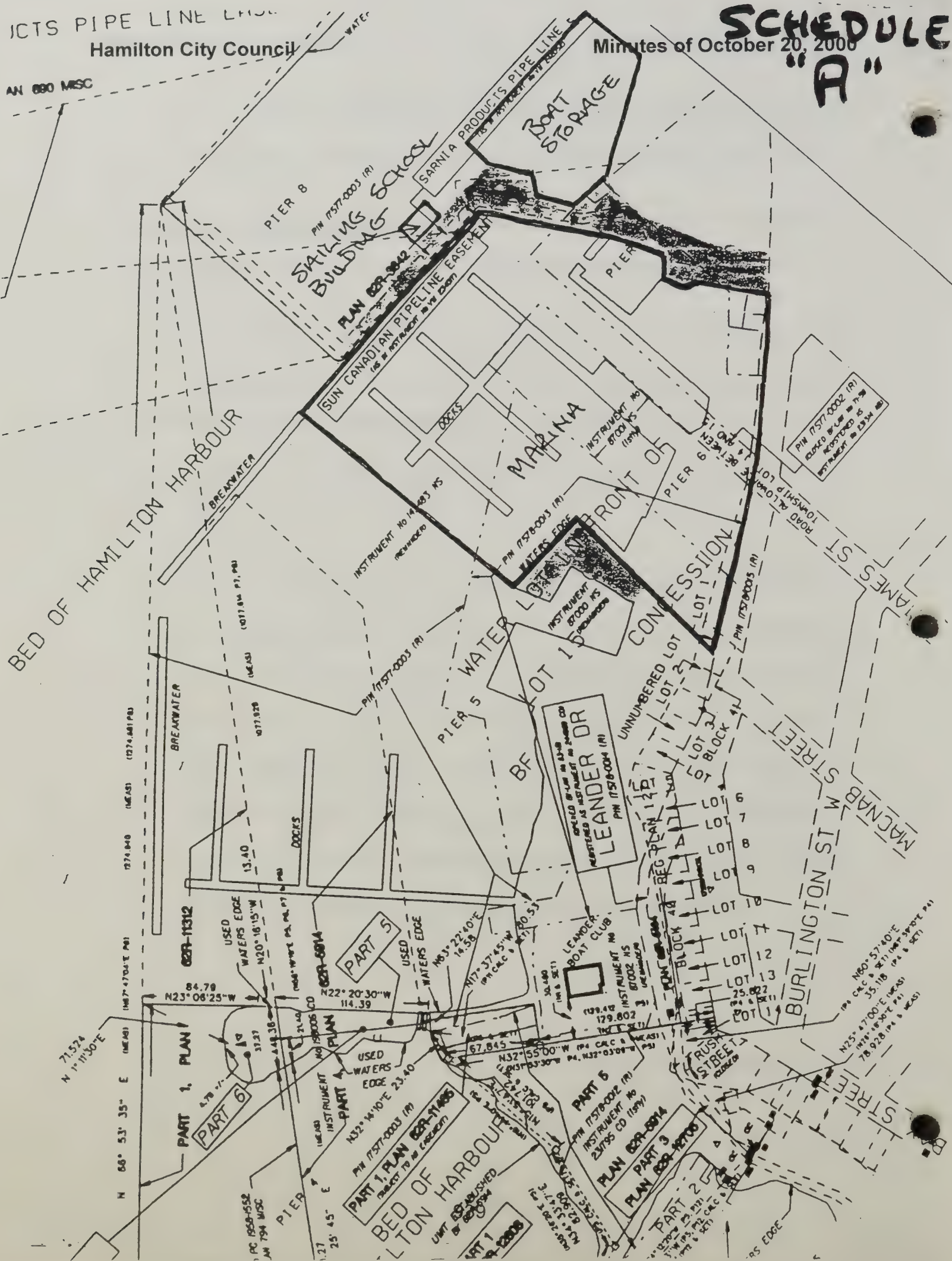
The Corporation of the City of Hamilton

Per: _____

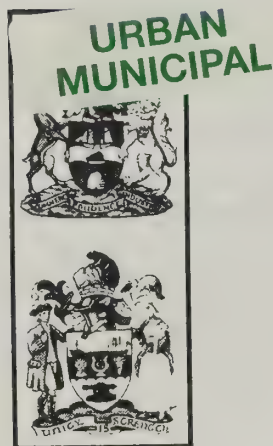
The Hamilton Harbour Commissioners

Per: _____

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MINUTES

CITY OF HAMILTON SPECIAL CITY COUNCIL

URBAN MUNICIPAL

Tuesday, October 31, 2000
1:00 p.m.

NOV 29 2000

Council Chambers, Hamilton City Hall
71 Main Street West, Hamilton

GOVERNMENT DOCUMENTS

Present:

Mayor R. M. Morrow;
Aldermen M. Kiss, M. Caplan, A. Horwath, R. Corsini, B. Morelli, D. Haining, D. Wilson, G. Copps, C. Collins, F. Eisenberger, B. Charters, T. Jackson, B. Kelly, T. Anderson, D. O'Sullivan, D'Amico.

Mayor R. M. Morrow called the meeting to order.

It was moved by Alderman Kiss and seconded by Alderman Caplan that Council move into Committee of the Whole to consider a resolution respecting the Downtown Development Proposal and Park Development Concept – Former Plastimet Site with Mayor Morrow in the chair.

Recorded vote.

YEAS: Mayor Morrow, Aldermen Kiss, Caplan, Horwath, Corsini, Morelli, Haining, Copps, Wilson, Eisenberger, Collins, Charters, Jackson, Anderson, Kelly, D'Amico, O'Sullivan. – 17.

NAYS: -0.

CARRIED.

It was moved by Alderman Charters and seconded by Alderman Haining that

Re: Appointment to Hamilton Harbour Commission

- (a) That Brian Hinkley be appointed to continue to serve on the Hamilton Harbour Commission as the representative of City Council; and,

- (b) That the Hamilton Harbour Commission be advised of Councils decision.
CARRIED.

It was moved by Alderman Copps and seconded by Alderman Morelli that Recommendation (b) of Report PWT00182 respecting Park Development Concept – Former Plastimet Site – 361, 363 and 371 Wellington Street North, be amended by adding the words, “subject to the City of Hamilton acquiring the lands”, following the word, “budget”.
CARRIED.

It was moved by Alderman Morelli and seconded by Alderman Caplan

Park Construction – Former Plastimet Site – 361, 363 and 371 Wellington Street North, Hamilton (PWT00189)

- (a) That interim funding in the amount of \$200,000 be approved in 2000 to undertake the following, subject to receipt of favourable judicial determination with respect to the effect and enforceability of the Ministry of Labour execution:
- (i) That \$15,000 be allocated to retain Golder Associates to undertake a Site Specific Risk Assessment of the site on the basis of the final use for the property being a public park; and,
 - (ii) That \$25,000 be allocated to retain the Ministry of the Environment through the remediation contractor to install buried services to the Plastimet site; and,
 - (iii) That \$160,000 be allocated to retain the Ministry of the Environment through the remediation contractor to cover the site with 1.5m of fill, and place topsoil and seed over the entire site; and,
- (b) That the Director of Legal Services and Corporate Counsel be requested to confirm that the acquisition of the lands involves minimal risk to the City of Hamilton; and,
- (c) That the Finance and Administration Committee recommend a source of funding for the \$200,000 interim funding; and,
- (d) That should the Province require an agreement with the City to undertake works on behalf of the City, the Mayor and Clerk be authorized to execute any documentation required to implement the directions contained herein; and,

- (e) That the Director of Legal Services and Corporate Counsel be directed to commence an expedited court application to determine the effect and enforceability of a Ministry of Labour execution; and,
- (f) That this report be forwarded to the Transition Board for approval.

Recorded vote.

YEAS: Mayor Morrow, Aldermen Kiss, Caplan, Horwath, Corsini, Morelli, Haining, Wilson, Eisenberger, Collins, Jackson, Anderson, Kelly, D'Amico, O'Sullivan. -15.

NAYS: Aldermen Copps, Charters. -2.

CARRIED.

It was moved by Alderman Charters and seconded by Alderman Morelli

Budget Preparation – Waterfront Trail

- (a) That staff be directed to prepare the budget for the extension of the Waterfront Trail, (Piers 5 to 8 inclusive) to include design and functional drawings; and,
- (b) That the Acting City Manager direct existing Parks Development staff to continue to work on this project.

CARRIED.

Re: Downtown Development Proposal

It was moved by Alderman Anderson and seconded by Alderman D'Amico

1. That Council receive the report entitled "Downtown Development Proposal"; and,
2. That staff be given the authority to negotiate with Kittling Ridge Winery Inn and Suites in accordance with the concepts, principles and conditions outlined in the "Downtown Development Report" and report back to Council in January 2001 their findings and recommendations; and
3. That the Acting City Manager establish a negotiating team that will conclude but not be limited to representation from the following areas: Legal, Housing, Finance, Parking and Economic Development; and
4. That staff be directed to prepare applications under various Federal and Provincial grant programs and report back to Council in January 2001; and

5. That staff prepare the associated capital budgets for various municipal projects as identified in the Downtown Development Report for presentation to Council in January 2001.

Recorded vote.

YEAS: Mayor Morrow, Aldermen Kiss, Caplan, Horwath, Corsini, Morelli, Wilson, Copps, Jackson, Anderson, Kelly, D'Amico, O'Sullivan. –13.

NAYS: Aldermen Haining, Eisenberger, Collins, Charters. –4. **CARRIED.**

* * * * *

Re: Bill D-042: Confirming By-law

It was moved by Alderman Kiss and seconded by Alderman Caplan that Bill D-042 be adopted, signed, sealed and enrolled as a By-law:

D-042: A By-law to confirm the proceedings of The Council of The Corporation of the City of Hamilton. **CARRIED.**

* * * * *

It was moved by Alderman Kiss and seconded by Alderman Caplan that the Resolutions and By-law respecting the Park Development Concept – Former Plastimet Site for 361, 363, and 371 Wellington Street North and Downtown Development Proposal, be adopted.

Recorded vote.

YEAS: Mayor Morrow, Aldermen Kiss, Caplan, Horwath, Corsini, Morelli, Haining, Copps, Wilson, Eisenberger, Collins, Charters, Jackson, Anderson, Kelly, D'Amico, O'Sullivan. – 17.

NAYS: -0. **CARRIED.**

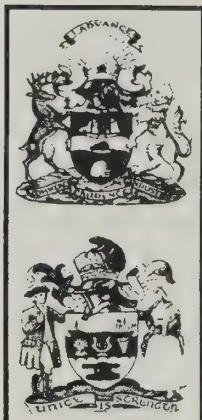
Note: The meeting adjourned at 3:30 p.m.

Taken as read and approved,

Mayor R. M. Morrow

**K. C. Christenson, Acting Municipal Clerk
October 31, 2000**

KCC/dg



MINUTES

CITY OF HAMILTON CITY COUNCIL

Tuesday, October 31, 2000

8:30 p.m.

Council Chambers, Hamilton City Hall
71 Main Street West, Hamilton

Present: Mayor R. Morrow, Chairman;
Aldermen M. Kiss, M. Caplan, A. Horwath, R. Corsini, B. Morelli,
D. Haining, G. Copps, D. Wilson, C. Collins, F. Eisenberger,
T. Jackson, B. Charters, T. Anderson, B. Kelly, F. D'Amico,
D. O'Sullivan

Mayor R. M. Morrow called the meeting to order.

The National Anthem was played.

Dr. Padman Jayaratne, Buddhist Faith, led Council in prayer.

PRESENTATIONS

David Hillen, residents of Hamilton presented Mayor R. M. Morrow and members of City Council with a book on Downtown Hamilton which was written by David and Janet Hillen.

Reverend Bruce Woods and Mr. Stan Hollowell made a cheque presentation to Ms. Joanne Santucci for the Greater Hamilton Food Share in the amount of \$10,770.32.

Mayor R. M. Morrow presented a plaque to The International Children's Games Executive, Mr. John Kiriakopoulos, Chairman along with Gene Sutton. Mayor Morrow acknowledged the success of the games and particularly noted the staff involvement of Ross Fair and Greg Maychak.

Mayor R. M. Morrow recognized Mr. Irving Zucker for his donation of 54 paintings to the City of Hamilton. These paintings will be displayed at the Hamilton Convention Centre.

Mayor R. M. Morrow presented a Certificate of Recognition to Mr. Dan McLean and other members of the Atrium Villa Advisory Board for their participation in the recent exchange of residents\staff to Sarasota, Florida on e of Hamilton's twin cities.

Mayor R. M. Morrow acknowledged the success of the Wired Summit recently held in Hamilton.

Mayor R. M. Morrow presented Excellence in Property Awards on behalf of participating B.I.A.'s to the following:

Rula, 1053 King Street West within the Westdale BIA
Infusions, 24 King Street East within the Downtown Hamilton BIA
Black Forest Inn, 255 King Street East within the International Village BIA
Siemens Westinghouse Inc., 30 Milton Avenue within the Barton Village BIA
Augusta House International (Harvey Sobel) within the Main Street West BIA
Campbell Glass and Mirror, 137 Ottawa Street North within the Ottawa Street BIA

The overall award for the City was presented to the Black Forest Inn.

Mayor R. M. Morrow, Aldermen Charters and Collins and Kevin Christenson, Acting Municipal Clerk signed before the Members of Council the Hamilton Harbour Agreement

ADOPTION OF MINUTES

The Minutes of the meetings held October 10, 2000 and October 20, 2000 were adopted as circulated.

CORRESPONDENCE

1. Letter dated October 5, 2000 from D. A. Lychak, City Manager, New City of Hamilton respecting the Voluntary Early Retirement and Voluntary Exit Program for all employees in the existing municipalities

It was moved by Alderman Horwath and seconded by Alderman Caplan that:

- (a) That the City of Hamilton allow the Region on behalf of the Transition Board to offer unionized employees the Voluntary Exit Plan and Early Retirement Plan as per the request of the Board; and,
- (b) That the City of Hamilton ensure their unionized employees are provided access to their bargaining agents during working hours for the purposes of counselling and advice in regards to these programs.

CARRIED.

2. Letter dated October 18, 2000 from Glen Peace, Fire Chief re: Amalgamation of Fire Departments – November 2, 2000.

It was moved by Alderman Jackson and seconded by Alderman O'Sullivan that the following be adopted:

- (a) That the Fire Departments within the Regional Municipality of Hamilton-Wentworth commence amalgamation as of November 1, 2000; and,
- (b) That the local Council appoint Chief Glen Peace as Fire Chief; and
- (c) That the process as outlined in the Report of October 12, 2000 to the Transition Board and attached hereto as Appendix "A" be endorsed.

CARRIED.

3. Petition containing approximately 1100 signatures respecting free parking for the Ottawa Street Business Improvement Area.

Referred to the New City of Hamilton.

4. Application dated October 20, 2000 from S. Amath, 124 MacNab Street North, Hamilton for a change in zoning from "L-c" (Planned Commercial) District to "H" (Community Shopping and Commercial, etc.) District for property located at 124 MacNab Street North.

Received.

5. Information Report from Kevin Christenson, Acting Municipal Clerk respecting an objection to appeal By-law No. 00-163 respecting Windermere Basin, Special Policy Area.

Received.

6. Facsimile dated October 30, 2000 from Bay Area Restoration Council respecting pesticides and herbicides in the Harbour.

Received.

7. Facsimile dated October 31, 2000 from Brent R. McLennan, Regulatory Product Manager, Regulatory Affairs, Zeneca Re: Reglone a liquid herbicide and Reward Aquatic Herbicide.

Received.

8. Information Report dated October 31, 2000 Re: Lakeland Family Pool Association 2000 Audited Financial Statements.

Referred to the special Finance and Administration Committee held on November 7, 2000.

9. Information Report from Corporate Counsel Re: Environmental Appeal Board – Scott MacDonald Marine.

Received.

It was moved by Alderman Kiss and seconded by Alderman Caplan that the Reports of the Transport and Environment Committee, the Parks and Recreation Committee, the Planning and Development Committee, the Finance and Administration Committee, the City of Hamilton Licensing Committee, be now considered in Committee of the Whole with Alderman Anderson in the chair.

Recorded vote.

YEAS: Mayor Morrow, Aldermen Kiss, Caplan, Horwath, Corsini, Morelli, Haining, Wilson, Copps, Collins, Eisenberger, Jackson, Charters, Anderson, Kelly, D'Amico, O'Sullivan. –17.

NAYS: -0.

CARRIED.

TRANSPORT AND ENVIRONMENT COMMITTEE – REPORT 15-00

Section 13 (c) Re: Staff complement – Public Works and Traffic Department

It was moved by Alderman Collins and seconded by Alderman Charters that the following be added as Section (b) to Item 13 of Report 15-00 of the Transport and Environment Committee:

- (b) That the positions be filled internally and only advertised externally if not filled internally. **CARRIED.**

Section 15 Re: Road Allowance Width Policy – Christie Street – Intersection of Rymal Road and West 5th Street

It was moved by Alderman Collins and seconded by Alderman D'Amico that Information Item (c) of Transport and Environment Committee Report 15-00 respecting Road Allowance Width Policy – Christie Street – Intersection of Rymal

Road and West 5th Street/Christie Street, City of Hamilton (TOE00018), be lifted from the table. **CARRIED.**

* * * * *

Section 15 Re: Road Allowance Width Policy – Christie Street – Intersection of Rymal Road and West 5th Street

It was moved by Alderman Collins and seconded by Alderman D'Amico that the following be added as Section 15 to Transport and Environment Committee Report 15-00:

15. Road Allowance Width Policy – Christie Street – Intersection of Rymal Road and West 5th Street/Christie Street, City of Hamilton (TOE00018)

- (a) That Item 1(d) Recommendation (a) of the Minutes of the Transport and Environment Committee Meeting on February 28, 1994 be rescinded in its entirety;
- (b) That as a condition of site plan/development approval with the City of Hamilton, the owners of lands at No. 79 Rymal Road West dedicate a 1.524m road widening on Christie Street to the City of Hamilton;
- (c) That the preparation of a survey plan to reflect this reduced road widening be the sole responsibility of the applicant/owner of lands at No. 79 Rymal Road West; and,
- (d) That Mr. Vucetich and the Community Planning and Development Division of the City of Hamilton be advised of this action.

CARRIED.

* * * * *

Rule No. 9 Re: Conversion of James Street North and John Street North to Two Way Operation

It was moved by Alderman Collins and seconded by Charters that Rule No. 9 of the City's Procedural By-law be invoked for this meeting of City Council in order to permit consideration of a resolution respecting the Conversion of James Street North and John Street North to Two Way Operation, City of Hamilton (TOE00013)

CARRIED.

* * * * *

Section 16 Re: Conversion of James Street North and John Street North to Two Way Operation, City of Hamilton (TOE00013)

It was moved by Alderman Collins and seconded by Alderman Charters that the following be added as Section 16 to Transport and Environment Committee Report 15-00:

16. Conversion of James Street North and John Street North to Two Way Operation, City of Hamilton (TOE00013)

That subject to receiving Regional Council approval at its meeting on Tuesday, November 7, 2000, the following be approved:

- (a) That James Street North from Barton Street to Murray Street be converted to two way operation;
- (b) That John Street North from Barton Street to Burlington Street be converted to two way operation;
- (c) That westbound left turns be prohibited on a full-time basis from Rebecca Street to John Street North;
- (d) That all directions of travel shall be allowed in the northbound lane of John Street North at Burlington Street East;
- (e) That for westbound Rebecca Street at James Street North, the north curb lane be permitted to turn left or right and the south curb lane be required to turn left only; and
- (f) That an appropriate by-law to amend City of Hamilton Traffic By-law 89-72 be passed and enacted; and,
- (g) That in accordance with the Guidelines issued, this report does not require Transition Board approval;
- (h) That Bill A-068, being a by-law to regulate traffic, be adopted, signed, sealed and enrolled as a By-law.

Recorded vote.

YEAS: Mayor Morrow, Aldermen Kiss, Caplan, Horwath, Corsini, Morelli, Haining, Copps, Wilson, Eisenberger, Collins, Charters, Anderson, Kelly, D'Amico. -15.

NAYS: Aldermen Jackson, O'Sullivan. -2.

CARRIED.

Rule No. 9 Re: Implementation of a 3 way stop control at Redfern and Jewel

It was moved by Alderman Collins and seconded by Alderman D'Amico that Rule No. 9 of the City's Procedural By-law be invoked for this meeting of City Council in order to permit consideration of a resolution respecting the implementation of a three-way stop control at the intersection of Redfern Avenue and Jewel Avenue.

CARRIED.

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Section 17 Re: Intersection Control at Redfern Avenue and Jewel Avenue

It was moved by Alderman Collins and seconded by Alderman D'Amico that the following be added as Section 17 to Transport and Environment Committee Report 15-00:

**17. Intersection Control – Redfern Avenue and Jewel Street,
City of Hamilton**

- (a) That a three-way stop control at the intersection of Redfern Avenue and Jewel Street, be implemented;
- (b) That an appropriate by-law to amend City Traffic By-law 89-072 be passed and enacted.

CARRIED.

* * * * *

Rule No. 9 Re: Parking Regulation on Biggar Avenue

It was moved by Alderman Collins and seconded by Alderman Morelli that Rule No. 9 of the City's Procedural By-law be invoked for this meeting of City Council in order to permit consideration of a resolution respecting a parking regulation, north side of Biggar Avenue, Hamilton.

CARRIED.

* * * * *

Section 18 Re: Parking Regulation on Biggar Avenue

It was moved by Alderman Collins and seconded by Alderman Morelli that the following be added as Section 18 to Transport and Environment Committee:

18. Permit Parking – 25 Biggar Avenue, City of Hamilton

- (a) That a reserved "Permit Parking" regulation be implemented on the north side of Biggar Avenue, commencing 538 feet east of Sherman Avenue North, and extending to a point 20 feet easterly therefrom;

- (b) That Bill A-069, being a by-law to regulate traffic, be adopted, signed, sealed and enrolled as a By-law. **CARRIED.**

Rule No. 9 Re: Three-way intersection control at Cedar and Afton

It was moved by Alderman Collins and seconded by Alderman Morelli that Rule No. 9 of the City's Procedural By-law be invoked for this meeting of City Council in order to permit consideration of a resolution respecting three-way intersection control at Cedar and Afton. **CARRIED.**

Section 19 Re: Three way intersection control at Cedar and Afton

It was moved by Alderman Collins and seconded by Alderman Morelli that the following be added as Section 19 to the Transport and Environment Committee Report 15-00:

19. That a three-way stop control at the intersection of Cedar and Afton, be implemented. **CARRIED.**

PARKS AND RECREATION COMMITTEE – REPORT 10-00

Section 1 Potential Hamilton-Wentworth District School Board Closures

It was moved by Alderman Morelli and seconded by Alderman Kiss that sub-section (c) of Section 1 of Report 10-00 of the Parks and Recreation Committee be amended to add "Seneca" to the listing of schools. **CARRIED.**

Section 8 Re: International Children's Games Millennium Festival

It was moved by Alderman Morelli and seconded by Alderman Jackson that the following be added as Section 8 of Report 10-00 of the Parks and Recreation Committee:

8. International Children's Games Millennium Festival – Final Staff Report (CSC00144) (Item 14)

That Council authorize the donation of the remaining sports equipment from the Games to the following organizations as a legacy for the Games:

1. The S.T.A.R. Program

2. Doors of Friendship
3. Kiwanis Boys & Girls Club
4. Cardinal Newman High School
5. McMaster University Athletics (Volleyball, Tennis and Track and Field)
6. Corktown Minor Soccer
7. Hamilton & Rosedale Tennis
8. Hamilton Olympic Club
9. Hamilton District Baseball
10. City of Hamilton Recreation Centres

CARRIED.

PLANNING AND DEVELOPMENT COMMITTEE – REPORT 16-00

Section 14 Re: Demolition of 30 Norfolk St. N. (PDC00169) – Declaration of Interest

Mayor R. Morrow, Aldermen G. Copps, M. Kiss, M. Caplan declared a personal interest in, took no part in the debate and refrained from voting on this matter as they are being sued by the owner of the property

PLANNING AND DEVELOPMENT COMMITTEE – REPORT 17-00

Section 2 Re: 140 Belvidere – waiving of two year building requirement

It was moved by Alderman Charters and seconded by Alderman Collins that Section 2 of Report 17-00 of the Planning and Development Committee respecting the waiving of the two year building requirement for property at 140 Belvidere be referred back. **LOST.**

Section 2 Re: 140 Belvidere – waiving of two year building requirement

It was moved by Alderman D'Amico and seconded by Alderman Haining that Section 2 of Report 17-00 of the Planning and Development Committee be amended by extending the two year waiver to a four year waiver. **LOST.**

Section 2 Re: 140 Belvidere – waiving of two year requirement

2. That the waiver of the 2 year building requirement for erection of a new house as per Bill PR140 for property known as 14 Belvidere be granted. **LOST.**

FINANCE AND ADMINISTRATION COMMITTEE - REPORT 15-00

Section 8 Re: Extension of Construction Covenants – 80 Queen Street North

Recorded vote.

YEAS: Mayor Morrow, Aldermen Kiss, Caplan, Horwath, Corsini, Morelli, Haining, Wilson, Copps, Eisenberger, Jackson, Charters, Anderson, Kelly, D'Amico, O'Sullivan. –16.

NAYS: Alderman Collins -1.

CARRIED.

Section 11 Re: Sale of sale of City owned lands at 344 Ferguson Avenue North

It was moved by Alderman Horwath and seconded by Alderman Corsini that Section 11 of Report 15-00 of the Finance and Administration Committee respecting the sale of City owned lands at 344 Ferguson Avenue North be referred back to staff for review.

CARRIED.

CITY OF HAMILTON LICENSING COMMITTEE – REPORT 06-00

Section 1 Re: Kenneth Kingston – Taxi Cab Driver Licence

Recorded vote.

YEAS: Mayor Morrow, Aldermen Kiss, Caplan, Horwath, Corsini, Morelli, Haining, Wilson, Collins, Eisenberger, Jackson, Charters, Anderson, Kelly, D'Amico, O'Sullivan. –16.

NAYS: Alderman Copps. -1.

CARRIED.

Section 2 Re: Daniel Camerson - Taxi Cab Driver Licence

Recorded vote.

YEAS: Mayor Morrow, Aldermen Kiss, Caplan, Horwath, Corsini, Morelli, Haining, Wilson, Collins, Eisenberger, Jackson, Charters, Anderson, Kelly, D'Amico, O'Sullivan. –16.

NAYS: Alderman Copps. -1.

CARRIED.

CITY OF HAMILTON LICENSING COMMITTEE – REPORT 07-00

Section 1 Re: Jovaune Rhodes – Taxi Cab Driver Licence

Recorded vote.

YEAS: Mayor Morrow, Aldermen Kiss, Caplan, Horwath, Corsini, Morelli, Haining, Wilson, Collins, Eisenberger, Jackson, Charters, Anderson, Kelly, D'Amico, O'Sullivan. –16.

NAYS: Alderman Copps. -1.

CARRIED.

CITY OF HAMILTON LICENSING COMMITTEE - REPORT 08-00

Section 1 Re: Nasir Mahmood - Taxi Cab Driver Licence

Recorded vote.

YEAS: Mayor Morrow, Aldermen Kiss, Caplan, Horwath, Corsini, Morelli, Haining, Wilson, Collins, Eisenberger, Jackson, Charters, Anderson, Kelly, D'Amico, O'Sullivan. –16.

NAYS: Alderman Copps. -1.

CARRIED.

UNFINISHED BUSINESS

It was moved by Alderman Wilson and seconded by Alderman Collins that the Unfinished Business Item respecting Environmental Appeal Board Scott-MacDonald Marine be lifted from the table. **CARRIED.**

It was moved by Alderman Wilson and seconded by Alderman Collins that the following motion be approved:

Environmental Appeal Board – Scott-MacDonald Marine (LS00021)

That the City of Hamilton seek party status before the Environmental Appeal Board with respect to the Appeal by Scott MacDonald Marine of the denial of its application for a permit to apply herbicide to the water lots leased by it from the City, and oppose the application to apply herbicide to the City-owned water lots. **CARRIED.**

Maternity Leave

It was moved by Alderman Horwath and seconded by Alderman Wilson that:

- (a) That all employees of the City of Hamilton (unionized and non-union) are ensured their right to receive the full 52 weeks of maternity leave to which they are entitled as per changes to the Federal Legislation governing Employment Insurance subject to confirmation that the bargaining agents representing unionized employees are in agreement; and,
- (b) That staff be directed to immediately address this issue in order to ensure potentially affected staff are able to plan accordingly for leaves of absence which are imminent; and,
- (c) That the Council of the City of Hamilton request the Regional Council to consider a similar resolution at their next meeting. **CARRIED.**

* * * * *

It was moved by Alderman Kiss and seconded by Alderman Caplan that the Report of the Committee of the Whole on the Reports of the Transport and Environment Committee, the Parks and Recreation Committee, the Planning and Development Committee, the Finance and Administration Committee, the City of Hamilton Licensing Committee, and resolutions, be adopted.

Recorded vote.

YEAS: Mayor Morrow, Aldermen Kiss, Caplan, Horwath, Corsini, Morelli, Haining, Wilson, Copps, Eisenberger, Collins, Jackson, Charters, Anderson, Kelly, D'Amico, O'Sullivan. -17.

NAYS: -0. **CARRIED.**

Note: The meeting adjourned at 12:10 p.m.

Taken as read and approved,

**MAYOR R. M. MORROW
CHAIRMAN**

**K. C. Christenson, Acting Municipal Clerk
October 31, 2000**

KCC/dg



REPORT

CITY OF HAMILTON TRANSPORT AND ENVIRONMENT COMMITTEE

Monday, October 23, 2000

9:30 a.m.

Room 233, Hamilton City Hall
71 Main Street West, Hamilton

Present:

Alderman C. Collins (Chairperson), Alderman D. Wilson (Vice-Chairperson), Mayor R. M. Morrow, Aldermen M. Kiss, A. Horwath, B. Morelli, T. Jackson, T. Anderson, F. D'Amico

Also Present:

Aldermen M. Caplan, R. Corsini
M. Hazell, R. Meiers, H. Groen, K. Extance,
C. Lee-Morrison, C. Biggs

Alderman C. Collins, Chairperson, called the meeting to order.

THE TRANSPORT AND ENVIRONMENT COMMITTEE PRESENTS REPORT 15-00 AND RESPECTFULLY RECOMMENDS:

1. **Hamilton Bio-Conversion Inc., 2380 Brampton Street – Application to Amend Certificate of Approval No. 6682-4JJPEZ for a Waste Disposal Site (Processing) (PDC99027b) (Item 3)**
 - (a) That the Environmental Assessment and Approvals Branch of the Ontario Ministry of Environment be advised that the City of Hamilton has no comments on the proposed Amendment to Certificate of Approval No. 6682-4JJPEZ (MOE Reference Number 321404LXL9T) for the facility known as Hamilton Bio-Conversion Inc. located at 2380 Brampton Street, as shown on Appendix "A" attached hereto; and,
 - (b) That a copy of this report be forwarded to the Environmental Assessment and Approvals Branch of the Ontario Ministry of Environment for their consideration; and,
 - (c) That the Environmental Assessment and Approvals Branch of the Ontario Ministry of Environment be requested to forward a copy of the decision respecting the proposed Amendment to the Certificate of

Approval for Hamilton Bio-Conversion Inc. to the Municipal Clerk, City of Hamilton.

2. Canadian Liquids Processors Limited (Royal Recycling), 15 Biggar Avenue – Application for Amendment to Certificate of Approval No. A65041 (PDC00174) (Item 4)

- (a) That the recommendations contained in Report PDC00174 respecting the application of Canadian Liquids Processors Limited (Royal Recycling) for an Amendment to Certificate of Approval No. A65041 at 15 Biggar Avenue, Hamilton, not be accepted; and,
- (b) That a copy of Report PDC00174 be forwarded to the West Central Branch of the Ontario Ministry of the Environment for their consideration; and,
- (c) That the West Central Branch of the Ontario Ministry of the Environment be requested to forward a copy of its final decision respecting the proposed amendments to Certificate of Approval No. A650041 to the Municipal Clerk, City of Hamilton.

3. Winter Maintenance (PWT00174) (Item 6)

- (a) That the City of Hamilton's continuing participation in inter-municipal co-operation regarding snow clearing operations be approved; and,
- (b) That the recommended changes to snow clearing routes shown on Appendix "B" attached hereto, be approved; and,
- (c) That the responsibility for winter snow clearing operations on those Regional Roads identified on Appendix "C" attached hereto, be transferred to the appropriate municipalities.

4. Routine Amendments to the City Traffic By-law 89-72 – Transport and Environment Committee Meeting – October 23, 2000 (PWT00176) (Item 8.1)

That the requests for routine amendments, attached hereto as Appendix "D", be approved, and that an appropriate by-law to amend the City Traffic By-law 89-72 be passed and enacted.

5. Appointment of By-law Enforcement Officers (PWT00179) (Item 8.2)

- (a) That, in accordance with Section 15(1) of the Police Services Act, 1990, the following persons be appointed as By-law Enforcement (Parking Control) Officers:

Michael Weingartner
Rae A. Greenwood

Brian Lanto
Donna May Lord

Julie Stonehill
Ed Vanderwindt
Jim Swire
Len Gray
Roy Markle
Bill Olmstead
Randy Charlton
Brenda Beck
Geoff Stephenson
Pat Pearce
Ron Arnold
Morris Edwards

Rose Frederick
Ron Smith
David Campbell
Peter Vanderbeek
Steve Warner
Jay Appell
Michelle Bain
Andy Travers
Ron Kirouac
John McCaffrey
Nicole Savoy
Juanita Flokstra

- (b) That the following appointments as By-law Enforcement (Parking Control) Officers be repealed:

Robert Bishop
Cyril Villa

Ted Arthurs
Paul Buckle

6. A By-law to Sell a Portion of Dulgaren Street (CS00025a) (Item 8.3)

- (a) That the by-law to sell a portion of Dulgaren Street, being unopened road allowance and being Parts 1, 2, 3, 4 & 5 on Plan 62R-15337, (formerly Part 1 on Plan 62R-14087), be passed and enacted by Council; and,
- (b) That the General Manager of Transportation and Operations be authorized and directed to register the by-law at the Land Registry Office.

7. A By-law to Stop up, Close and Sell a Portion of Bedford Street (CS00029a) (Item 8.4)

- (a) That the by-law to stop up, close and sell a portion of Bedford Street, being unopened road allowance and being Parts 28 and 29 on Plan 62R-12578, be passed and enacted by Council; and,
- (b) That the General Manager of Transportation and Operations be authorized and directed to register the by-law at the Land Registry Office.

8. To Incorporate Certain City Land into Various Streets by By-laws (TOE00016) (Item 8.5)

- (a) That the following City land be incorporated into the following streets:

Southridge Drive

Parts 8 and 11

62R-15300

Crerar Drive	Block 45 <i>Parts 1, 2, 3 and 4</i>	62M-495 62R-15211
Lynnette Drive	Block 20 Parts 3 and 4	62M-719 62R-15560
Massena Drive	Block 67	62M-663
Matthew Street	Part 7	62R-14441

- (b) That the by-laws to carry out the incorporation of the said land into the foregoing streets be prepared to the satisfaction of Corporate Counsel and be enacted by Council; and,
- (c) That the Acting General Manager of Transportation, Operations, and Environment be authorized and directed to register the by-laws.

9. Centennial Parkway and Arrowsmith Road – Cascade Street Cul-de-Sac – Home Depot Development (TOE00017) (Item 8.6)

- (a) That The Home Depot Canada be reimbursed in the amount of \$44,265.09 for construction of the roadway improvements on Cascade Street, Arrowsmith Road, and Centennial Parkway completed in 1997 and 1998;
- (b) That this reimbursement to The Home Depot Canada be financed from COHAM Dept. ID 100045 Reserve for Services Through Unsubdivided Lands;
- (c) That The Home Depot Canada be advised of these actions.

10. 30 Belmont Street, Hamilton – Parking Regulation (New Business – No Copy)

That a full-time "No Parking" regulation be implemented on the east side of Belmont Avenue, commencing 203 feet south of Dunsmuir Road and extending to a point 24 feet southerly therefrom, and that City Traffic By-law 89-72 be amended accordingly.

11. Parking Regulation – Burlington Street East, between James Street North and Mary Street, Hamilton (New Business – No Copy)

That the existing "No Parking" regulation on the north side of Burlington Street East, between James Street North and Mary Street, be removed, and that City Traffic By-law 89-72 be amended accordingly.

12. Intersection Control – Various Locations in the City of Hamilton
(New Business – No Copy)

- (a) That a three-way stop control at the intersection of Lottridge Street and Clinton Street, be implemented; and;
- (b) That the existing eastbound and westbound stop control at the intersection of Queensdale Avenue and East 33rd Street, be removed; and,
- (c) That an all-way stop control at the intersection of East 33rd Street and Munn Street, be implemented; and,
- (d) That a three-way stop control at the intersection of Templemead Drive and Tudor Street, be implemented; and,
- (e) That an all-way stop control at the intersection of Adeline Avenue and Dunsmure Road, be implemented; and,
- (f) That an all-way stop control at the intersection of Monterey Avenue and Cameron Avenue South, be implemented; and,
- (g) That an all-way stop control at the intersection of Earl Street and Princess Street, be implemented; and,
- (h) That an all-way stop control at the intersection of Ruth Street and Case Street, be implemented; and,
- (i) That an all-way stop control at the intersection of Ewen Road and Whitney Avenue, be implemented; and,
- (j) That an all-way stop control at the intersection of Chedmac Drive and Redfern Avenue, be implemented; and,
- (k) That an appropriate by-law to amend City Traffic By-law 89-72 be passed and enacted.

13. Staffing Complement – Public Works and Traffic Department (Item 9.1)

- (a) That the Acting City Manager of the City of Hamilton be directed to authorize the hiring of twenty-seven full-time employees immediately to the Public Works and Traffic Department.
- (b) That the positions be filled internally and only advertised externally if not filled internally. **ADDED.**

14. Bills

That the following Bills be adopted, signed, sealed and enrolled as By-laws:

- (a) A-059 Being a By-law to Amend By-law No. 89-72 to Regulate Traffic
- (b) A-060 Being a By-law to Amend By-law No. 89-72 to Regulate Traffic
- (c) A-061 Being a By-law to Sell part of Dulgaren Street, City of Hamilton
- (d) A-062 Being a By-law to Close and Sell part of Bedford Street, City of Hamilton
- (e) A-063 Being a By-law to incorporate City land designated as Parts 8 and 11 on Plan 62R-15300 into Southridge Drive
- (f) A-064 Being a By-law to incorporate City land designated as Block 45 on Plan 62M-495 and designated as Parts 1, 2, 3 and 4 on Plan 62R-15211 into Crerar Drive
- (g) A-065 Being a By-law to incorporate City land designated as Block 20 on Plan 62M-719 and designated as Parts 3 and 4 on Plan 62R-15560 into Lynnette Drive
- (h) A-066 Being a By-law to incorporate City land designated as Block 67 on Plan 62M-663 into Massena Drive
- (i) A-067 Being a By-law to incorporate City land designated as Part 7 on Plan 62R-14441 into Matthew Street

15. Road Allowance Width Policy – Christie Street – Intersection of Rymal Road and West 5th Street/Christie Street, City of Hamilton (TOE00018)

- (a) That Item 1(d) Recommendation (a) of the Minutes of the Transport and Environment Committee Meeting on February 28, 1994 be rescinded in its entirety;
- (b) That as a condition of site plan/development approval with the City of Hamilton, the owners of lands at No. 79 Rymal Road West dedicate a 1.524m road widening on Christie Street to the City of Hamilton;
- (c) That the preparation of a survey plan to reflect this reduced road widening be the sole responsibility of the applicant/owner of lands at No. 79 Rymal Road West; and,

- (d) That Mr. Vucetich and the Community Planning and Development Division of the City of Hamilton be advised of this action.

ADDED.

16. Conversion of James Street North and John Street North to Two Way Operation, City of Hamilton (TOE00013)

That subject to receiving Regional Council approval at its meeting on Tuesday, November 7, 2000, the following be approved:

- (a) That James Street North from Barton Street to Murray Street be converted to two way operation;
- (b) That John Street North from Barton Street to Burlington Street be converted to two way operation;
- (c) That westbound left turns be prohibited on a full-time basis from Rebecca Street to John Street North;
- (d) That all directions of travel shall be allowed in the northbound lane of John Street North at Burlington Street East;
- (e) That for westbound Rebecca Street at James Street North, the north curb lane be permitted to turn left or right and the south curb lane be required to turn left only; and
- (f) That an appropriate by-law to amend City of Hamilton Traffic By-law 89-72 be passed and enacted; and,
- (g) That in accordance with the Guidelines issued, this report does not require Transition Board approval;
- (h) That Bill A-068, being a by-law to regulate traffic, be adopted, signed, sealed and enrolled as a By-law.

ADDED.

Recorded vote.

YEAS: Mayor Morrow, Aldermen Kiss, Caplan, Horwath, Corsini, Morelli, Haining, Copps, Wilson, Eisenberger, Collins, Charters, Anderson, Kelly, D'Amico. —15.

NAYS: Aldermen Jackson, O'Sullivan. —2.

CARRIED.

17. Intersection Control – Redfern Avenue and Jewel Street, City of Hamilton

- (a) That a three-way stop control at the intersection of Redfern Avenue and Jewel Street, be implemented;
- (b) That an appropriate by-law to amend City Traffic By-law 89-072 be passed and enacted. **ADDED.**

18. Permit Parking – 25 Biggar Avenue, City of Hamilton

- (a) That a reserved "Permit Parking" regulation be implemented on the north side of Biggar Avenue, commencing 538 feet east of Sherman Avenue North, and extending to a point 20 feet easterly therefrom;
- (b) That Bill A-069, being a by-law to regulate traffic, be adopted, signed, sealed and enrolled as a By-law. **ADDED.**

19. Three Way Stop at Cedar and Afton

That a three-way stop control at the intersection of Cedar and Afton, be implemented. **ADDED.**

THE FOLLOWING ITEMS NOT REQUIRING COUNCIL APPROVAL WERE RECEIVED AND/OR NOTED:

(a) Declarations of Interest (Item 1)

None declared.

(b) Adoption of Minutes – October 2, 2000 (Item 2)

The Minutes of the Transport and Environment Committee meeting held on October 2, 2000 were adopted as circulated.

(c) Road Allowance Width Policy – Christie Street – Intersection of Rymal Road and West 5th Street/Christie Street, City of Hamilton (TOE00018) (Item 5)

At the request of Alderman F. D'Amico, the above-noted report was **tabled**.

(d) Transfer of Responsibilities for Parking Enforcement and School Crossing Guard Operations from the City of Stoney Creek to the City of Hamilton (PWT00188) (Item 7)

Report PWT00188 respecting "Transfer of Responsibilities for Parking Enforcement and School Crossing Guard Operations from the City of Stoney Creek to the City of Hamilton", was received.

(e) Personnel Matter – Public Works and Traffic (Item 9)

The Committee moved In Camera to discuss this matter, and reconvened in Open Session.

(f) Information Items (Item 8.7)

The following items were received:

- (i) Costs of Allowing Free Parking in Business Improvement Areas (B.I.A.'s) for the Months of November and December 2000 (PWT00185)
- (ii) Correspondence from the Ministry of the Environment re: Application for Approval of Waste Disposal Site (Processing) – 675 Strathearne Avenue, Hamilton – Walcorp Inc.

(g) OTHER BUSINESS (Item 10)

(i) Mary Street Bridge

Alderman A. Horwath expressed concern relating to the safety of the public using the Mary Street Bridge because of the existing barrier which runs the full length of the bridge. Staff was requested to look into the removal of the barrier in order to increase the safety of the residents in the neighbourhood.

(ii) Buried Cables

Alderman A. Horwath advised that she had received a request from residents respecting the provision of burying hydro cables in the north end, near Bayfront Park. Staff indicated that a Council policy currently exists which directs that such works be done when it is mutually beneficial to both hydro and the City at the time of reconstruction of the roads and sidewalks.

(iii) Pesticide Use

Mayor R. Morrow raised concern on the use of pesticides on the city-owned flower islands, and requested that staff bring a report forward to the new Council on this matter.

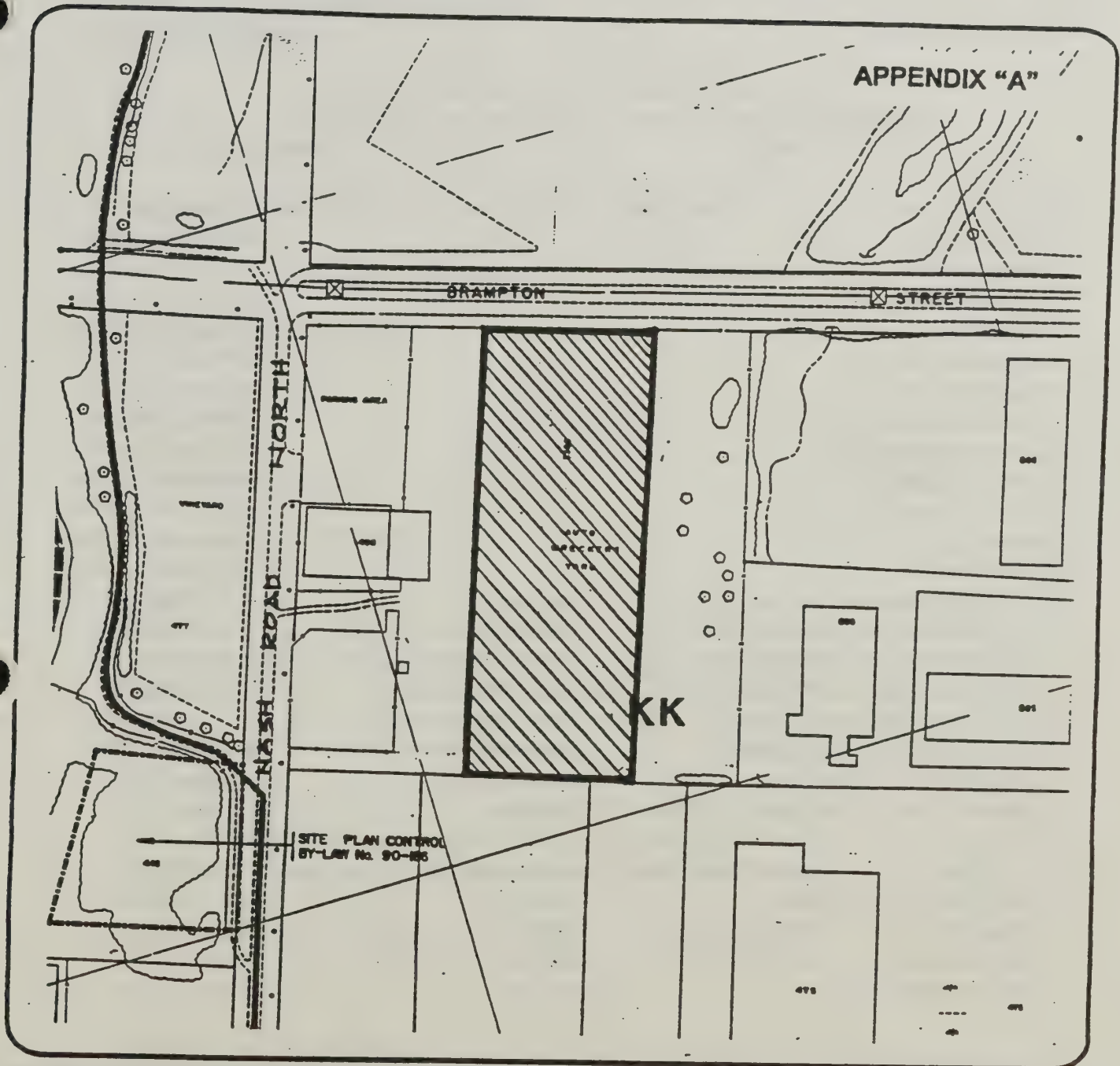
There being no further business, the Committee adjourned at 11:00 a.m.

**Alderman C. Collins, Chairman
Transport and Environment Committee**

**Carolyn Biggs, Legislative Assistant
October 23, 2000**

Hamilton City Council

Appendix "A" as referred to in
Section 1 of Transport and Environment
Committee Report 15-00



Site of the Application



PLANNING AND DEVELOPMENT DEPARTMENT

Location Map

Legend



SUBJECT LANDS: 2380 Brampton Street

Reference file:

ENV-MOSCOA-99-05

Scale

Not to Scale

Date

February, 1999

Technician:

B. B.



Appendix "B" as referred to in
Section 3(b) of Transport and Environment
Committee Report 15-00

Proposed Changes in Municipal Boundaries

Street	From	To	Transfer from/to
Aldercrest Ave.			Glanbrook to Ham
Seneca Ave.			Glanbrook to Ham
Springside Dr.			Glanbrook to Ham
Alderlea Ave.			Glanbrook to Ham
Spalding Dr.			Glanbrook to Ham
Stagecoach Dr.			Glanbrook to Ham
Homebrook Dr.			Glanbrook to Ham
Portage Lane			Glanbrook to Ham
Butterfield Court			Glanbrook to Ham
Comfort Court			Glanbrook to Ham
Saveryn Road			Glanbrook to Ham
Mother St.			Glanbrook to Ham
Powerline Crt.			Glanbrook to Ham
King Street	Greenhill	Centennial	SC to Hamilton
Local Streets	W of Centennial	bet. Queenston & King	SC to Hamilton
The Linc	Winterberry	Upper Centennial (Hwy 20)	SC to Hamilton
Old Mud Street	Mt. Albion Hill	north turnaround	SC to Hamilton
Upper Mount Albion	Old Mud St.	north turnaround	SC to Hamilton
Paramount	Pritchard	Upper MtAlbion/Rymal	SC to Hamilton
Highway 56	Rymal	Haldibrook Rd.	Ham to SC
Highland	Upper Mt Albion	Pritchard	Ham to SC
Local Streets	bet Gray, Queenston,	Centennial & Lake Ont	Ham to SC
Gray Road	Queenston Rd	Lake Ontario	Ham to SC
Queenston Road	Gray	Centennial	Ham to SC
Centennial	Queenston	Lake	Ham to SC
North & South Service Road	Centennial	City Limits	Ham to SC

Proposed Regional Road Transfers to Municipality

Transfer to Glanbrook (36.2 centre-line kilometres)

Street	From	To
Regional Class #3 Roads		
Whitechurch Rd.	Nebo Rd.	Trinity Church Rd.
Binbrook Rd.	Trinity Church Rd.	Niagara Boundary
Hall Rd.	Blackheath Rd.	#56 Highway
Homestead Dr. N.	Airport Rd.	#6 Highway

Regional Class #4 Roads

Miles Rd.	Rymal Rd.	Dickenson Rd.
Dickenson Rd.	#6 Highway	Nebo Rd.
Woodburn Rd.	#20 Highway	Binbrook Rd.
Fletchers Rd.	Rymal Rd.	Kirk Rd.
Kirk Rd.	Fletchers Rd.	#56 Highway
Harrison Rd.	Kirk Rd.	H.C.A.
Blackheath Rd.	Hall Rd.	Haldibrook Rd.
Homestead Dr. S.	Airport Rd.	#6 Highway

Transfer to Ancaster (17.05 centre-line kilometres)

Regional Class #3 Roads

Jerseyville Rd.	Wilson St.	Martin Rd.
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Regional Class #4 Roads

Jerseyville Rd.	#52 Highway	Martin Rd.
Jerseyville Rd.	Sunnyridge Rd.	Brant boundary
Sunnyridge Rd.	#2 Highway	Jerseyville Rd.
Old Mohawk Rd.	Mohawk Rd.	dead end
Glancaaster Rd. North	Rymal Rd.	Dickenson Rd.
Glancaaster Rd. South	Airport Rd.	Whitechurch/Carluke

Transfer to Flamborough (14.0 centre-line kilometres)

Street	From	To
Regional Road Class #4/5		
Sheffield Rd.	#8 Highway (Old)	#5 Highway
Sheffield Rd.	#8 Highway (Old)	Safari Rd.
Sheffield Village	#8 Highway	#8 Highway
Rockton Village	#8 Highway	#8 Highway
Woodhill Rd.	#8 Highway	#5 Highway
Freelton Rd.	#6 Highway	Freelton Rd. (11 th Conc E)

Transfer to Stoney Creek (13.9 centre-line kilometres)**Regional Road Class #2**

#56 Highway	Rymal Rd. East	Binbrook Rd.
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Regional Road Class #3

#56 Highway	Binbrook Rd.	Regional boundary
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Regional Road Class #4

Haldibrook Rd.	#56 Highway	dead end (land fill)
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Transfer to Dundas (1.8 centre-line kilometres)**Regional Road Class #1 (Escarpment Crossings)**

#8 Highway	Bond St.	Brock Rd. (Bullocks Corners, Greensville)
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Ward 1

- (a) Alderman Mary Kiss has forwarded a petition signed by representatives of 13 of the 15 homes abutting Winston between Royal and the northerly end requesting that an "Alternate Side Parking" regulation be implemented on the street. All 13 of the residents are in favour of the requested regulation.

Ward 2

- (a) Robert Bridges, 431 Ferguson Avenue North, has requested that a reserved "Permit Parking" regulation be implemented on the west side of Ferguson in front of his home, since he is disabled.
- (b) Alderman Ron Corsini has advised of a request from Mrs. S. Anvari, 104 Aberdeen Avenue, that a "No Parking" corner clearance be implemented on the north side of Aberdeen from Bay to a point 105 feet westerly, to facilitate turning movements at the intersection.
- (c) Staff has received a request from Mrs. D'Eon, 72 Picton Street West, that a full-time "Wheelchair Loading Zone" be implemented on the north side of Picton, east of Bay, directly in front of her home as she requires the services of DARTS vehicles.
- (d) Ray Belanger, owner of B&M Recycling, 228 Hess Street North, has requested that the existing "No Parking, 7:30 am to 4:00 pm, Monday to Friday" regulation on the west side of Hess, north of Barton, be extended northerly and that the existing full-time "No Parking" regulation on the east side of Hess, north of Barton, be extended southerly and the duration changed to "7:30 am to 4:00 pm, Monday to Friday". The requested changes are to facilitate turning movements of semi-trailers accessing his business.

Ward 3

- (a) Gordon Skinner, 136 Eastbourne Avenue, has requested that a reserved "Permit Parking" regulation be implemented on the west side of Eastbourne in front of his home, since he is disabled, and on the east side of Eastbourne in front of 129 Eastbourne Avenue to accommodate the "Alternate Side Parking" regulation on the street. Albert Finnan, who resides at 129 Eastbourne Avenue supports Mr. Skinner's request.

- (b) Staff has received a request from Mr. Piech, 286 Balmoral Avenue North, that the existing "No Parking" regulation on the east side of Balmoral, south of Barton, be extended southerly to the edge of his driveway. Mr. Pellegrini, 290 Balmoral Avenue North, has advised that he supports extending the regulation across the front of his house.
- (c) Ernesto Pacheco of P&A Variety, 44 Francis Street, has requested that a "15 Minute Parking Time Limit, 8:00 am to 9:00 pm, 7 days a week" regulation be implemented on the south side of Francis, partially in front of his store, to accommodate customer parking for one vehicle. Francis is a residential street and, therefore, a parking meter would be inappropriate. Dave McComack, the owner of 46 Francis Street, in front of which a part of the regulation would extend, supports the Mr. Pacheco's request.

Ward 5

- (a) Staff has received a request from Rick Clark, Principal of Glenbrae Public School, 50 Secord Avenue, that the existing "School Bus Loading Zone, 7:00 am to 6:00 pm, Monday to Saturday" regulation on the south side of Secord be extended 80 feet westerly.

Ward 6

- (a) Alderman Tom Jackson has advised of a request from Chris Vaudry, 173 Assisi Street, that all-way stop control be implemented at the intersection of Upper Gage and Cadham/Terni. The subject intersection meets the criteria for all-way stop control.

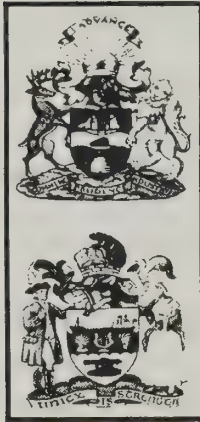
Ward 7

- (a) Staff has received a request from Ed Grodecki, Principal of Ryckman's Corners School, 80 Springside Drive, that the existing "School Bus Loading Zone, 7:00 am to 6:00 pm, Monday to Saturday" regulation on the west side of Springside be relocated to the east side of Seneca.
- (b) Staff has received a request from Wanda Lane, Principal of George L. Armstrong School, 460 Concession Street, that the existing "Wheelchair Loading Zone, 7:00 am to 6:00 pm, Monday to Saturday" regulation on the east side of East 18th be relocated to the west side of East 19th.

Ward 8

- (a) Dawn Walker, 146 Benvenuto Crescent, has requested that a full-time "Wheelchair Loading Zone" regulation be implemented on the south side of Benvenuto in front of her home, to facilitate DARTS pick-up for her son.

- (b) Peggy Austin, 82 Graystone Drive, has requested that a full-time "No Parking" regulation be implemented on the north side of Graystone from Greyfriar to 99 feet easterly. Mr. G. Fordham, 11 Greyfriar, as the adjoining property owner, has no objection to the request.
- (c) Staff has received a request from Hank Knecht, Custodian of Mountain Secondary School, 60 Caledon Avenue, that a "School Bus Loading Zone, 7:00 am to 6:00 pm, Monday to Saturday" regulation be implemented on the west side of Caledon directly in front of the school.



REPORT

CITY OF HAMILTON PARKS AND RECREATION COMMITTEE

Monday, October 23, 2000

1:15 p.m.

Room 233, Hamilton City Hall
71 Main Street West, Hamilton

Present:	Alderman B. Morelli (Chairperson) Alderman M. Kiss (Vice-Chairperson) Aldermen R. Corsini, G. Copps, F. Eisenberger, D. O'Sullivan, T. Jackson
Regrets:	Mayor Morrow (City business) Alderman T. Anderson (Other Business)
Also Present:	Alderman A. Horwath J. Bruzzese, R. Fair, K. Duncliffe, B. Chrystian, W. Plessl, B. Price, J. Hickey-Evans, J. Davidson, G. Maychak, C. Touzel, S. Reeder

Alderman B. Morelli, Chairperson, called the meeting to order.

THE PARKS AND RECREATION COMMITTEE PRESENTS REPORT 10-00 AND RESPECTFULLY RECOMMENDS:

1. **Potential Hamilton-Wentworth District School Board Closures – Impacts on the City of Hamilton Facilities/Parks (PWT00173)(Item 5)**
 - (a) That the Hamilton-Wentworth District School Board be advised the potential closure and sale of:
 - (i) Bennetto, Scott Park, Sanford and Seneca will have an impact on the City's recreational facilities and indoor/outdoor recreational programming; and,
 - (ii) Parkview, Mountain Secondary, Peace Memorial and Fernwood will have an impact on the amount of parkland provided in the neighbourhoods.

And these concerns be included as part of the deliberations on the potential school closures; and,

- (b) That staff of the Community Services, Public Works and Traffic and the Community Planning and Development Divisions be directed to discuss the above noted impacts with the Hamilton-Wentworth District School Board and to report back to the appropriate Standing Committee; and,
- (c) That City Council request the Hamilton-Wentworth District School Board to include a representative from the City of Hamilton on the potential school closure committees for Seneca, Bennetto, Scott Park and Sanford Avenue school sites; and, **AMENDED.**
- (d) That at their request, Alderman T. Jackson and Alderman B. Morelli be appointed to serve on these Committees for those potential school closures in their area; and,
- (e) That the Mayor forward a letter to the Chairman of the Hamilton-Wentworth District School Board and the Hamilton-Wentworth Separate School Board respectively, requesting their assistance in the establishment of an ongoing Liaison Committee, comprised of politicians and staff, which would address issues of community concern such as adaptive reuse of schools, parkland development and maintenance, shared use of recreational facilities.

2. First Night International Conference April 25 - 29, 2001 - Education Forum - Sponsorship of Conference (CSC00143)(Item 6.1)

- (a) That authorization be given to the General Manager of Community Services to contribute \$5,000 to First Night International Association Conference to assist in the presentation of their 2001 Educational Forum to be held in Hamilton from April 25 - 29, 2001 at the Hamilton Convention Centre and the Sheraton Hotel; and,
- (b) That the Finance and Administration Committee recommend a method of financing; and,
- (c) That this report be forwarded to the Transition Board for approval.

3. Fireworks Displays in Parks - Approval as required by Parks By-law 95-126 - Fireworks By-law 90-198 (CSC00140)(Item 6.2)

That approval, as required by Section 17(01) and Section 26 of the Fireworks By-law 90-198 and Section 5 of the Parks by-law No. 95-126, as amended, and under the Standard Terms and Conditions of the Special Events Guidelines, be given to the City of Hamilton General Manager of Community Services to hold

two Fireworks Displays on Commonwealth Square on New Year's Eve, December 31, 2000 as a part of the First Night New Year's Eve Celebrations.

4. Canadian Pacific Heritage Fund Grant Application - Hamilton Museum of Steam and Technology - Made in Hamilton Heritage Project (SCS00137)(Item 6.3)

- (a) That authorization be given to the General Manager, Community Services Division to submit a grant application in the amount of \$30,000 to the Canadian Pacific Heritage Fund for a project to enhance the Toronto, Hamilton and Buffalo Railway (TH&B) collection at the restored GO Transit terminal; and,
- (b) That an agreement satisfactory to the Law Department be negotiated between the City, GO Transit and the TH&B Railway Pensioners Association.

5. Ontario Museum Association/Attractions Ontario Conference - October 19 to 21, 2000 (CSC00136)(Item 6.4)

- (a) That the Chair and/or a representative of the Hamilton Historical Board be authorized to attend the Ontario Museum Association/Attractions Ontario Conference to be held October 19-21, 2000 in London; and,
- (b) That the Conference costs in the estimated amount of \$700 be financed through the Legislative Travel Account No. COHAM 56325 300120.

6. Crystal Palace Plaque (CSC00139)(Item 6.5)

- (a) That a plaque commemorating the Crystal Palace be initiated and later erected at the east side of Victoria Park adjacent to Peter Street as shown in the map hereto attached and marked Appendix "A"; and,
- (b) That the plaque wording attached hereto and marked as Appendix "B" be approved; and,
- (c) That the cost of the plaque for fabrication and installation in the amount of \$3,000 be charged to account COHAM 57267 720000.

7. Deaccessioning of surplus artifacts - Dundurn Castle (CSC00138)(Item 6.6)

- (a) That approval be given to the General Manager of Community Services to deaccession the Dundurn Castle and Military Museum objects identified in the list attached to Report CSC00138; and,
- (b) That the objects be disposed of according to the Collections Management Policy; and,

- (c) That any funds realized through the sale of items be used to enhance the collection or for conservation purposes.

8. International Children's Games Millennium Festival – Final Staff Report (CSC00144) (Item 14)

That Council authorize the donation of the remaining sports equipment from the Games to the following organizations as a legacy for the Games:

10. The S.T.A.R. Program
11. Doors of Friendship
12. Kiwanis Boys & Girls Club
13. Cardinal Newman High School
14. McMaster University Athletics (Volleyball, Tennis and Track and Field)
15. Corktown Minor Soccer
16. Hamilton & Rosedale Tennis
17. Hamilton Olympic Club
18. Hamilton District Baseball
10. City of Hamilton Recreation Centres

ADDED.

FOR THE INFORMATION OF CITY COUNCIL:

(a) Declarations of Interest (Item 1)

None declared.

(b) Adoption of Minutes – October 2, 2000 (Item 2)

The Committee adopted the Minutes of the Parks and Recreation Committee for its meeting held October 2, 2000.

(c) Added – Presentation – Baseball Association

Representatives from a Community Baseball Association, who participated in the International Children's Games presented the Committee with a trophy.

(d) Added – Presentation – Charlene Touzel

The Chairperson presented flowers for appreciation to Charlene Touzel, the Legislative Assistant to the Committee for her many years of work for the Committee. Mrs. Touzel will be going on maternity leave.

(e) **Request to be a delegation – Sandy MacDonald, MacDonald Marine Services (Item 3)**

The Committee agreed to hear a delegation from MacDonald Marine Services on a number of issues. Sandy MacDonald addressed the Committee. Alice MacDonald and Herman Turkstra were also in attendance. Mr. MacDonald indicated to Committee that there are no outstanding taxes owing on his property. He advised that the site plan issues are being resolved. He referenced the disagreement on the cost of the fencing which was agreed at \$8,000 to be equally cost shared between the City and himself. An additional cost of \$3,600 was added for the cost of set up and taking down. He advised that the last two times he has taken down the fence himself thus saving the take down costs. He also noted that the City has borrowed the fence during the summer for events. He therefore questions whether he can make use of this fence and the expenditure as a capital asset. Mr. MacDonald raised the issue of the use of herbicide to kill marine weeds, and the City denial which prevents him from using this product. He indicated that the Yacht Club is able to use this herbicide, and that he has lost business to them as a result. He advised that the product is Reglone A and is distributed by a company called Zeneca Agro. Alice MacDonald circulated copies of information on this product to the Committee members. Some discussion ensued on this product and the City denial of its use at MacDonald Marine Services. Herman Turkstra spoke to the Committee, as a friend of the MacDonalds, and in support of these concerns.

The Committee agreed to receive the presentation from MacDonald Marine Services and it was noted that a staff report would be coming back to address the concerns as outlined in the above presentation.

(f) **Delegation – John Kiriakopoulos, International Children's Games Millenium Festival (Item 4)**
Final Staff Report (Item 4.1)

John Kiriakopoulos addressed the Committee with final wrap up comments respecting the recently held International Children's Game Millenium Festival. Dr. Gene Sutton, Co-Chair and Mr. Greg Maychak of the Culture and Recreation Department were also in attendance. Mr. Kiriakopoulos noted that Mr. Ed Dunn should also be included in the final report as one of the Chairpersons. He also noted that Mr. Jim Youden, Treasurer of the Executive for the Games recently passed away. It was noted that the Culture and Recreation Department would send their condolences to the family.

A plaque of appreciation was presented to the Chairperson on behalf of the City by the International Children's Games. A plaque of appreciation was presented to Charlene Touzel, the Legislative Assistant to the International Children's Games Executive Committee.

The Committee agreed to receive for information, the report of the General Manager, Community Services dated October 18, 2000 entitled "International Children's Games Millennium Festival – Final Staff Report (CSC00144)

John Kiriakopoulos circulated a letter of appreciation from the Committee of the International Games.

- (g) **Added - Park Development Concept - Former Plastimet Site - 361, 363 and 371 Wellington Street North (PWT00182)**
Added - In Camera Report - Park Construction - Former Plastimet Site - 361, 363 and 371 Wellington Street North (PWT00189)

The above noted added reports were introduced at the meeting. The Committee discussed these reports in open session, and then moved in camera to discuss matters pertaining to the above noted private and confidential report. The Committee agreed that these reports be received and forwarded to a special meeting of the Committee of the Whole for consideration by the whole Council.

- (h) **Information Items (Item 6.7)**

That the following Information Item be received:

- (i) Information Report - General Manager, Community Services - Explore the Core - Christmas in Downtown (CSC00141)

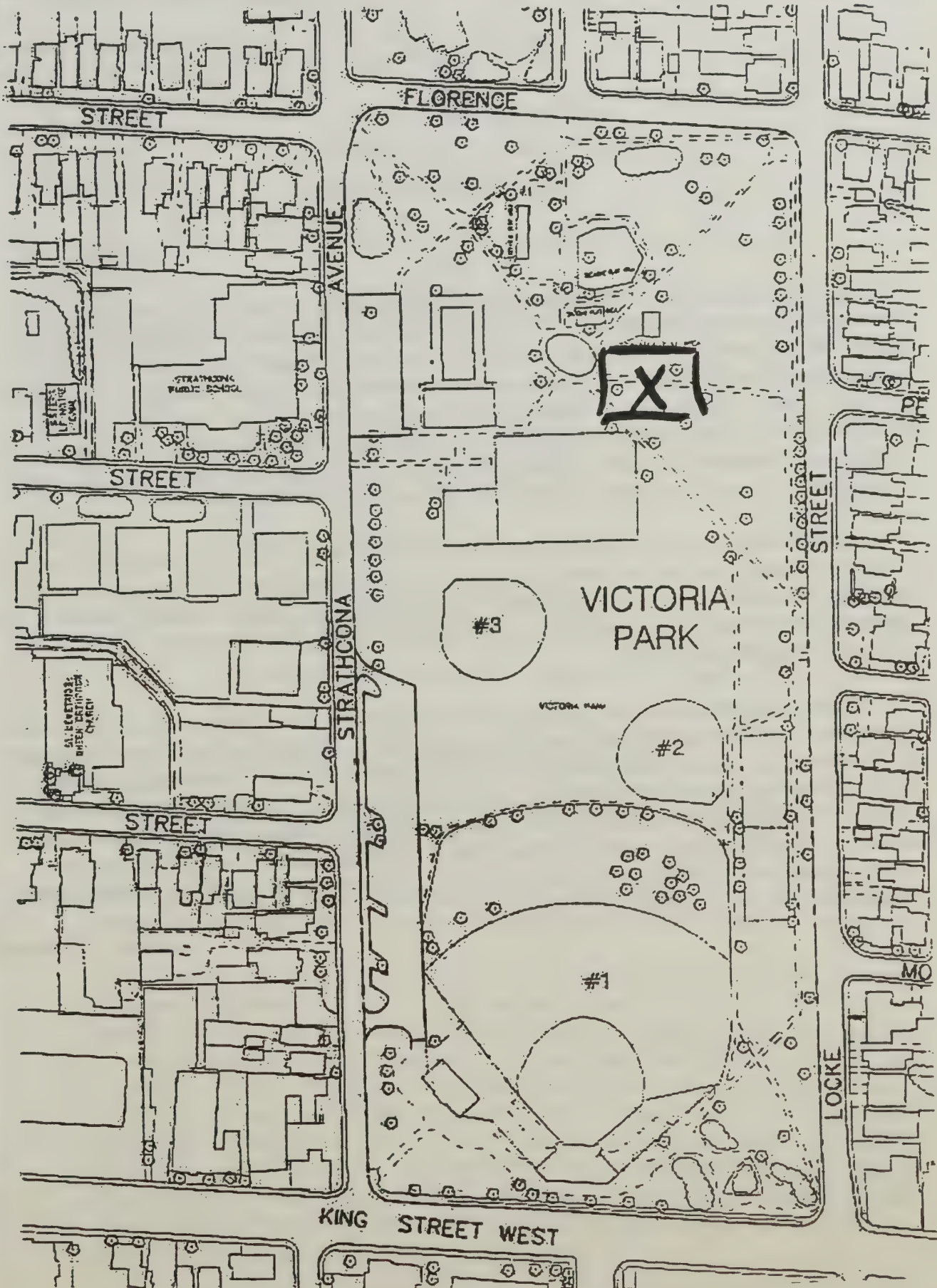
Note: The meeting of the Parks and Recreation Committee adjourned at 3:40 p.m.

**Alderman B. Morelli, Chairperson
Parks and Recreation Committee**

**Susan K. Reeder, Acting Manager
Legislative Services and Records
October 23, 2000**

Hamilton City Council

Appendix "A:" as referred to in Section 6
Of Report 10-00 of the Parks and Recreation Committee



THE CRYSTAL PALACE

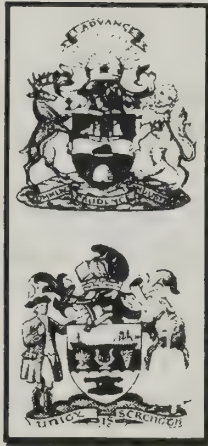
Through the efforts of Allan MacNab and Isaac Buchanan the 1860 Provincial Exposition was held in Hamilton. This event helped to improve the City's image which had suffered due to the Desjardins train disaster, cholera outbreaks, and economic stagnation in the 1850s. The 22 acre site chosen for the Crystal Palace was bordered by King, Locke, Florence and Sophia Streets. The architect was A.H. Hills and the builder Robert Gordon. After the cornerstone laying on May 24, 1859, the Palace and grounds were later opened by Edward, The Prince of Wales, on September 20, 1860. Thereafter it became the site for the City's annual Great Central Fair.

The glass-enclosed Palace was surmounted by a flagpole dome and flanked by wings. Inside a floating stairway led from a banquet hall to an enlarged balcony. The Palace was used year round for agricultural and industrial exhibits, drama, music, and art. The grounds, which were enclosed by a board fence and wooden sidewalks, also included several livestock buildings.

The largest fair attendance occurred in 1887 for the Queen's Jubilee. Four years later, the ageing buildings were auctioned and demolished. The vacant land was proposed for housing but instead was opened as Victoria Park in 1900. The elevated northern portion was later improved with walks and a playground. The lower part featured such athletics as baseball, football and ice skating. The park welcomed home two local athletes: Billy Sherring in 1906, winner of the Marathon at the Olympic Games in Athens; and Bobby Kerr in 1908, winner of the 200 metres race at the Olympic Games in London.

(approx. 263 words)

Revised October 12, 2000



REPORT

CITY OF HAMILTON PLANNING AND DEVELOPMENT COMMITTEE

Wednesday October 25, 2000

9:30 a.m.

Room 233, Hamilton City Hall
71 Main Street West, Hamilton

Present: Alderman F. D'Amico (Chairperson), Alderman G. Copps (Vice-Chairperson), Aldermen M. Caplan, R. Corsini, D. Haining, F. Eisenberger, B. Charters, B. Kelly

Regrets: Mayor R. Morrow

Also Present: Aldermen Kiss, Alderman Jackson, Alderman Morelli, Alderman Wilson, Alderman Collins, G. Paparella, P. Mallard, B. Janssen, J. Hickey-Evans, J. Lakatos, E. Switinky, M. Mascarenhas, D. Powers, H. Vastis, P. Lampman, E. Chajka, K. Nutley, T. Agnello

Alderman F. D'Amico, Chairperson, called the meeting to order.

THE PLANNING AND DEVELOPMENT COMMITTEE PRESENTS REPORT 16-00 AND RESPECTFULLY RECOMMENDS:

1. **29, 31, 33 and 37 Rosedale Avenue and 1900 King Street East- Official Plan Amendment and Change in Zoning, ZAC-00-27 (PDC00171) (Item 2.1)**

That Zoning Application ZAC-00-27, Lindlaw Management Services Limited, prospective owner (Block "1") and owner (Block "2"), for an Official Plan Amendment to redesignate the lands located at Nos. 29, 31, 33 and 37 Rosedale Avenue, shown as Block "1" on the attached map marked as Appendix "A", from "Residential" to "Commercial", and for a change in zoning from "C" (Urban Protected Residential, etc.) District to "G-1" (Designed Shopping Centre) District, modified for lands located at Nos. 29, 31, 33 and 37 Rosedale Avenue, shown as Block "1" on APPENDIX "A", and for a modification to the established "G-1" (Designed Shopping Centre) District regulations for lands located at 1900 King Street East, shown as Block "2" on Appendix "A", be denied on the following basis:

The proposal represents an undesirable extension of a commercial use into a stable residential neighbourhood, which would be incompatible with the established adjacent low density residential development.

2. 1325-1345 Barton Street East, 300-308 Kenilworth Avenue North and 8 Harrison Avenue- Change in Zoning, ZAC-00-30 (PDC00173) (Item 2.2)

That approval be given to amended Zoning Application 00- 30, East Hamilton Radio (c/o Ron Taillon), owner, for a change in zoning from "C" (Urban Protected Residential, etc.) District to "H" (Community Shopping and Commercial, etc.) District, modified (Block "1") and a modification to the established "H" (Community Shopping and Commercial, etc.) District (Block "2"), to permit the expansion of the existing commercial retail establishment including additional parking, for the property located at 1325-1345 Barton Street East, 300-308 Kenilworth Avenue North, and 8 Harrison Avenue, as shown on the attached map marked as Appendix "B", on the following basis:

- (a) That Block "1" of the subject lands be rezoned from "C" (Urban Protected Residential, etc.) District to "H" (Community Shopping and Commercial, etc.) District;
- (b) That the "H" (Community Shopping and Commercial, etc.) District regulations as contained in Section 14 of Zoning By-law 6593, be modified for Blocks "1" and "2", as follows:
 - (i) notwithstanding Section 14. (3) (ii) of Zoning By-law No. 6593, a minimum side yard setback of 3.25 m shall be provided and maintained along the easterly lot line of Block "1";
 - (ii) notwithstanding Section 14. (3) (iii) of Zoning By-law No. 6593, a minimum rear yard setback of 5.0 m shall be provided and maintained along Harrison Avenue;
 - (iii) notwithstanding Section 18A. (1)(d) of Zoning By-law No. 6593, a 9.0m x 3.7m x 4.3m loading space shall be provided and maintained;
 - (iv) notwithstanding Section 18A. (10),(32)&(33) of Zoning By-law No. 6593 the required manoeuvring space for the loading space will be within the access driveway and infringe upon the required manoeuvring space of three (3) parking spaces adjacent to the principle building; and,
 - (v) a minimum 3.25 m wide landscape area and a 1.8 m minimum to 2.0 m maximum high visual barrier shall be provided and maintained along the easterly lot line of Block "1";

- (c) That the amending by-law be added to Section 19B of Zoning By-law No. 6593 as Schedule S-1453, and that the subject lands on Zoning District Map E-63 be notated S-1453;
- (d) That Corporate Council be authorized and directed to prepare a By-law to amend Zoning By-law No. 6593, and Zoning District Map E-63, for presentation to City Council;
- (e) That this proposed change and modification in zoning is in conformity with the Official Plan for the Hamilton Planning Area.
- (f) That the subject lands be redesignated on the approved Homeside Neighbourhood Plan from "Single and Double Residential" to "Commercial" upon finalization of the implementing By-law.

3. 475 Main Street East- Change in Zoning, ZAC-00-22 (PDC00167) (Item 2.4)

That approval be given to amended Zoning Application ZAC-00-22, Atrium Villa Holdings, owner, for a further modification to the "DE-3" (Multiple Dwellings) District to permit the construction of a two (2) storey addition above the existing rear wing of the "Seniors Residential Care Facility" and an increase in number of residents from ninety-four (94) to one hundred and thirty-five (135) persons, for lands located at No. 475 Main Street East, as shown on the attached map marked as Appendix "C", on the following basis:

- (a) That the "DE-3 (Multiple Dwellings) District regulations as contained in Section 10C of Zoning By-law 6593, as amended by By-law 96-108, be further modified as follows:
 - (i) That Section 2.(a) of Zoning By-law 96-108 be repealed in its entirety and replaced with the following:

"2.(a) notwithstanding Section 10C. (1) of Zoning By-law No. 6593, the following uses shall be permitted on Block "1":

 - (i) a Senior Citizens Residential Care Facility for the accommodation of a maximum of one hundred and thirty-five (135) residents;
 - (ii) a hair salon only in conjunction with a Senior Citizens Residential Care Facility;
 - (iii) for the purposes of this By-law, a "Senior Citizens Residential Care Facility" means a residential care facility within which all residents are at least 60 years of age or older and do not require probationary or custodial care governed by the terms of any court or parole board;"

- (ii) That Section 2. (c) of Zoning By-law 96-108 be repealed in its entirety and replaced with the following:

"2.(c) notwithstanding Sections 10C (2) and 10(5) of Zoning By-law No. 6593, the maximum height and gross floor area of the "Senior Citizens Residential Care Facility" shall not exceed five (5) storeys and 6,980.0 m² (75,134.55 S.F.);"
- (iii) That Section 2. of Zoning By-law 96-108 be amended by deleting the words "Senior Citizen Multiple Dwelling" and replacing it with "Senior Citizens Residential Care Facility" wherever it appears;
- (iv) That Section 2.(b) of Zoning By-law 96-108 be amended by adding the phrase "and the fourth and fifth floor addition" after the word "building";
- (v) That Section 2. (i) of Zoning By-law 96-108 be repealed in its entirety;
- (vi) That Section 2. (f) of Zoning By-law 96-108 be amended by deleting the words 'containing not more than seventy-eight (78) "housekeeping dwelling units" ' ;
- (vii) That Section 10.(7) of Zoning By-law No. 6593, shall not apply to the subject lands;
- (viii) That a minimum 6.3 m and 9.6 m setback shall be provided and maintained from the easterly lot line for the fourth (4) and fifth (5) storeys, respectively notwithstanding subsection (iv) above;
- (ix) That an east wall sloped 45 degrees from the vertical shall be provided and maintained for the fourth and fifth storey east stairwell and the stairwell and main roof shall continue this slope;
- (b) That the amending by-law be added to Section 19B of Zoning By-law No. 6593 as Schedule S-1360a, and that the subject lands on Zoning District Map E-13 be notated S-1360a;
- (c) That Corporate Council be authorized and directed to prepare a By-law to amend Zoning By-law No. 6593, as amended by By-law 96-108, and Zoning District Map E-13, for presentation to City Council;
- (d) That this proposed modification in zoning is in conformity with the Official Plan for the Hamilton Planning Area; and,

- (e) That the subject lands be redesignated on the approved Landsdale Neighbourhood Plan from "Medium Density Apartments" to "Civic and Institutional" upon finalization of the implementing By-law.

4. Downtown Convert/Renovate to Residential Loan Program Core Heritage 2000 Program, 12 Mary Street (HSB00017) (Item 4.1)

- (a) That a grant for façade improvements, under the Core Heritage 2000 Program in the amount of thirty thousand dollars (\$30,000) to 1178605 Ontario Incorporated (Zoran Cocov/Dimitar Gorgiev), registered owner of 12 Mary Street, Hamilton, be approved; and,
- (b) That a loan to 1178605 Ontario Incorporated (Zoran Cocov/Dimitar Gorgiev) for building rehabilitation and conversion to 62 residential units at 12 Mary Street, Hamilton, be authorized upon the Downtown Convert/Renovate to Residential Loan Program, subject to the conditions set out and referred to in this recommendation, including the following details:
 - (i) A maximum loan of \$1 Million under the Downtown Convert/Renovate to Residential Loan Program at an interest rate of 0% for a term of 10 years, together with interest on arrears (if any), at the same rate as arrears of realty taxes to be secured by second mortgage on the properties prepared and certified to the City by Corporate Counsel and the applicants' lawyer in a form satisfactory to Corporate Counsel;
- (c) That the loan amounting to \$1 Million be subject to the following conditions:
 - (i) That the applicant be required to fulfill all the borrowing requirements of the City of Hamilton with respect to the Downtown Convert/Renovate to Residential Loan Program, including, evidence satisfactory to the City, of the owners' equity of not less than 25% of the appraised value after deducting from such appraised value, the owners' mortgages and other encumbrances, such as liens or realty tax arrears and the balance of the loan shall be re-payable to the City in the event the applicant ceases to own the property (except to the extent the property is registered as a residential condominium);
 - (ii) That upon the applicant meeting all loan conditions, advances of the City's loan to the applicant and its contractor be authorized provided the applicant has, prior to the advance of the City's loan, fully applied its equity and first mortgage loan funds and provided further that:

1. All advances are subject to compliance with the Construction Lien Act and other usual requirements of lenders;
2. At the time of each loan advance:
 - there remains at least 25% owners' equity (as described above) in the properties;
 - the applicants' architect (or consulting engineer) certifies to the City that the value of the work to be done under the construction contract(s) is sufficient to substantially complete construction for the building rehabilitation and conversion to 62 units and the value of the said remaining work is less than the amount of the City's loans; and,
 - the said applicant is the registered owner of the property.
- (iii) Approval by the Ministry of Municipal Affairs and Housing of an amended Downtown Community Improvement Plan permitting the amendments to the Downtown Convert/Renovate to Residential Loan Program;
- (iv) That the applicant has applied for and received a building permit within 4 months of the approval by the Ministry of Municipal Affairs and Housing of the Downtown Community Improvement Plan amendment;
- (v) That the client commence construction within 3 months of receipt of the building permit; and,
- (vi) Such other terms and conditions that Council may, in its discretion, require.
5. **Core Heritage 2000 Program- Grant Increase, 84 James Street North (HSB00018) (Item 4.2))**

That a grant increase, for façade improvements, under the Core Heritage 2000 Program, in the amount of four thousand, nine hundred and thirty-two dollars (\$4,932) to Eduardo Importing Ltd., registered owner of 84 James Street North, be approved.
6. **Request for Removal of the Holding Zone for lands located at 694 Upper James Street (PDC00181) (Item 4.3)**
 - (a) That approval be given to Zoning Application ZAR-00-05, Bryan Leon, owner, for the removal of the 'H' (Holding) symbol provision under Section 36 of the Planning Act to allow for the development of the subject lands for a dentist's office and residential dwelling unit for lands located west of Upper James Street and south of McElroy Road West, and known municipally as 694 Upper James Street, as shown on the attached map marked as Appendix "D"; and,

- (b) That the Director, Land Development Department, be authorized and directed to prepare a By-law, in a form satisfactory to the Corporate Counsel, to amend Zoning By-law No. 6593, as amended by By-law No. 92-244, and Zoning District Map W-8 for presentation to City Council.
- 7. **Proposed Niagara Escarpment Plan Amendment PH/71/90 (Escarpment Link- Parkway Belt West) (PDC00168) (Item 4.5)**
 - (a) That the Acting Municipal Clerk advise the Niagara Escarpment Commission that the City of Hamilton does not object to proposed Niagara Escarpment Plan Amendment PH/71/90; and,
 - (b) That the Acting Municipal Clerk forward a copy of Report PDC00168 to the Niagara Escarpment Commission for their consideration.
- 8. **Lands to be Placed Under Site Plan Control – 88 Fennell Avenue West (PDC00175) (Item 4.6)**

That the Director, Land Development Department, Community Planning and Development be authorized and directed to prepare for presentation to Council a by-law to amend Site Plan Control By-law No. 79-275, as amended by By-law No. 87-233, by adding the lands at 88 Fennell Avenue West to Schedule "A" as attached hereto and marked as Appendix "E".

- 9. **Revision to Council Resolution Regarding Streamlining of Land Development Department Approvals Processes (PDC99153A) (Item 4.7)**

That Item 11.(f). of the Twenty-sixth Report of the Planning and Development Committee, as adopted by City Council on December 14, 1999, be deleted in its entirety and replaced with the following:

- "11.(f).
 - a) That Item 23 of the 42nd report of the Board of Control approved by City Council on 1975 September 30 which authorizes the Mayor and City Clerk to execute City modified subdivision agreements be DELETED; and,
 - b) That the Mayor and Municipal Clerk be authorized and directed to execute City subdivision agreements and/or modified subdivision agreements, which are required as a condition of development approval arising out of development applications regulated by the Ontario Planning Act, providing such agreements are in a form satisfactory to the Corporate Counsel and construction of services under the agreement do not require any City cost sharing or, the City's share of construction cost has been approved in the Capital Budget for the City."

10. Eleventh Annual Public Service Announcement (PWT00175) (Item 4.8)

- (a) That the following prizes be awarded to Mohawk College broadcasting students for their submissions in the Eleventh Annual Public Service Announcement (P.S.A.) competition. All of the P.S.A.'s contain messages about keeping Hamilton clean.

First Prize: Bryan Negrijn

Second Prize: Andrew Walker

Third Prize: David Syrie

- (b) That funds be provided from Phase IV of the Downtown Action Plan for the first prize at \$700, second prize at \$500, and third prize at \$300 and a donation to Mohawk College Media Studies Department of \$1000 for development of the videos and use of equipment.

11. Westdale Village BIA proposed Budget and Schedule of Payments for 2001(PWT00178) (Item 4.9)

- (a) That the 2001 operating budget for the Westdale Village B.I.A. as attached hereto and marked as Appendix "F" be approved in the amount of \$45,000; and,
- (b) That the General Manager of Finance be hereby authorized and directed to prepare the requisite by-law pursuant to Section 220, The Municipal Act, R.S.O. 1990, to levy the 2001 budget as referenced in (a) above; and,
- (c) That the following schedule of payments for 2001 be approved:

January	\$15,000
April	\$10,000
July	\$10,000
October	\$10,000

Note: 2000 assessment appeals may be deducted from 2001 levy payments; and,

- (d) That Transition Board approval is required for this report.

12. International Village BIA proposed Budget and Schedule of Payments for 2001(PWT00186) (Item 4.10)

- (a) That the 2001 operating budget for the International Village B.I.A. as attached hereto and marked as Appendix "G" be approved in the amount of \$70,000; and,

- (b) That the General Manager of Finance be hereby authorized and directed to prepare the requisite by-law pursuant to Section 220, The Municipal Act, R.S.O. 1990, to levy the 2001 budget as referenced in (a) above; and,

- (c) That the following schedule of payments for 2001 be approved:

January	\$35,000
July	\$35,000

Note: 2000 assessment appeals may be deducted from the 2001 levy payments; and,

- (d) That the Transition Board's approval is required for this report.

13. Concession Street BIA proposed Budget and Schedule of Payments for 2001(PWT00187) (Item 4.11)

- (a) That the 2001 operating budget for the Concession Street B.I.A. as attached hereto and, marked as Appendix "H" be approved in the amount of \$26,150; and,

- (b) That the General Manager of Finance be hereby authorized and directed to prepare the requisite by-law pursuant to Section 220, The Municipal Act, R.S.O. 1990, to levy the 2001 budget as referenced in (a) above; and,

- (c) That the following schedule of payments for 2001 be approved:

January	\$6,537.50
April	\$6,537.50
July	\$6,537.50
October	\$6,537.50

Note: 2000 assessment appeals may be deducted from the 2001 levy payments; and,

- (d) That the Transition Board's approval is required for this report.

14. Demolition of 30 Norfolk Street North (PDC00169) (Item 5.3)

That the Director of Building and Licencing be authorized and directed to refuse to issue a demolition permit for 30 Norfolk Street North.

15. Auchmar (LS00024) (Added Item)

- (a) That the Agreement of Purchase and Sale, duly executed on June 18, 1999, by the purchaser, 1333786 Ontario Ltd., and the vendor, Cervarano Developments Ltd. and V & R Investments Inc., which agreement was assumed by the City of Hamilton, on October 22, 1999, for the lands known as Part Lot 15, Concession 4, former Barton TWP, City of Hamilton and consisting of approximately 3.55 acres (the June 18, 1999, Agreement of Purchase and Sale) be amended by further extending the closing date of this transaction from November 3, 2000, to on or before December 5, 2000. All other terms and conditions contained in the Agreement of Purchase and Sale to remain the same and that time remains of the essence and;
- (b) That staff be authorized and directed to advise 1333786 Ontario Limited that they have up until 4:00 p.m. on Thursday November 30, 2000, to pay to the City, by cash or certified cheque, the sum of Ninety-Six Thousand Three Hundred Dollars (\$96,300) representing rent owing to the City for the period of October 22, 1999 to and including November 30, 2000, and;
- (c) Upon receipt of all rental arrears, in the amount of \$96,300.00, by cash or certified cheque, from 1333786 Ontario Limited;
 - (i) The June 18, 1999, Agreement of Purchase and Sale be amended by further extending the closing date of this transaction from December 5, 2000 to on or before January 31, 2001. All other terms and conditions contained in the Agreement of Purchase and Sale to remain the same and that time remains of the essence.
 - (ii) That the date for entering into an Agreement for the entire Auchmar property, as approved by the Planning and Development Committee at its meeting on May 18, 2000, be further extended from November 1, 2000 to on or before January 28, 2001. All other terms and conditions contained in the May 18, 2000 recommendation to remain the same and that time remains of the essence.
- (d) In the event that the City does not receive from 1333786 Ontario Ltd., the sum of \$96,300.00, by cash or certified cheques, by 4:00 p.m. on Thursday November 30, 2000, then;
 - (i) any and all negotiations for the purposes of entering into an Agreement for the historical preservation, improvement and use of the entire Auchmar property, as approved by the Planning and

Development Committee at its meeting on May 18, 2000, shall be terminated and;

- (ii) That the June 18, 1999, Agreement of Purchase and Sale, be completed on December 5, 2000, and;
- (iii) That approximately 3.55 acres of the Auchmar Estate which is the subject matter of the June 18, 1999, Agreement of Purchase and Sale, be declared surplus to the requirements of the City of Hamilton in accordance with Real Property Sales Procedural By-law No. 95-049;
- (iv) That Real Estate, Facilities Management Department, be authorized and directed to sell the 3.55 acres of the Auchmar Estate in accordance with Real Property Sales Procedural By-law No. 95-049;
- (v) That the Municipal Clerk be authorized and directed to execute and issue a Certificate of Compliance in the form prescribed pursuant to Section 193 of the Municipal Act;
- (e) That the Commissioner of Legal Services be authorized and directed to take the appropriate action in dealing with this matter; and,
- (f) That staff be authorized and directed to take all necessary steps to repair foundation walls and all other emergency work at the Auchmar property.

16. Payment of Accrued Parkland Credit, Wellington Chase-Phase 1 (FAC00012) (Added Item)

That the amount of \$10,860 be paid to Wellington Chase Inc. to purchase that company's parkland credit balance of 272.756 square metres (0.067397 acres), provided that Wellington Chase Inc. execute a release in a form satisfactory to Corporate Counsel and the cost be charged to Account No. COHAM 58534 104090 (Reserve for Parklands).

17. Bills:

That the following Bills be adopted, signed, sealed and enrolled as By-laws:

- (a) C-076 A By-law to Amend Zoning By-law No. 6593 as amended by Zoning By-law No. 89-280 respecting lands located at Municipal Nos. 330 and 342 Dundurn Street South.

- (b) C-077 A By-law to Amend Zoning By-law No. 6593 as amended by Zoning By-laws No. 76-312 and 94-178 respecting land located at Municipal No. 180 Walnut Street South.
- (c) C-078 A By-law to Remove Land within the "Tiffany Park" Subdivision, Plan 62M-896 from Part Lot Control.
- (d) C-079 A By-law to Amend Zoning By-law No. 6593 As Amended by Zoning By-laws No. 84-234, 88-44 and 89-220 Respecting Lands Located at Municipal No. 1033 Main Street West.
- (e) C-080 A By-law to Amend Zoning By-law No. 6593 As Amended by Zoning By-law No. 96-152 Respecting Lands Located at the South East Corner of Chedmac Drive and Redfern Avenue.
- (f) C-081 A By-law to Amend Zoning By-law No. 6593 As Amended by Zoning By-law No. 96-108 Respecting Lands Located at Municipal No. 475 Main Street East.
- (g) C-082 A By-law to Amend Zoning By-law No. 6593 Respecting Lands Located at Municipal Nos. 1325-1345 Barton Street East, 300-308 Kenilworth Avenue North and 8 Harrison Avenue.
- (h) C-083 A Bylaw to Establish Site Plan Control Respecting Land Located at Municipal No. 88 Fennell Avenue West.
- (i) C-084 A By-law to Confirm the Proceedings of the Council of the Corporation of the City of Hamilton

FOR THE INFORMATION OF CITY COUNCIL:**(a) Declarations of Interest (Item 1)**

Alderman Copps and Alderman Caplan declared interest on item 5.3 regarding 30 Norfolk Avenue by virtue of an ongoing litigation matter and both refrained from voting on the matter.

(b) Adoption of Minutes – October 4, 2000 (Item 3.1)

The Minutes of the meeting held October 4, 2000 were adopted.

(c) 29, 31, 33 and 37 Rosedale Avenue and 1900 King Street East- Official Plan Amendment and Change in Zoning, ZAC-00-27 (PDC00171) (Item 2.1)

The Chairman advised that, as per the Planning Act, the Ontario Municipal Board has the authority to dismiss any appeal of a person not presenting an oral statement or written statement at the Public Hearing.

Submissions were received from the following:

- (i) Ed & Myrna Bullough, 41 Rosedale Avenue, Hamilton
- (ii) Mary Lou Tanner, 10 Lydia Street, Hamilton

The proponent and the architect were present in support of the recommendation.

Paul Mallard gave a brief overview of the staff report. Of 148 notices circulated, 10 replied in favour and 16 opposed.

The following people were present and were opposed to the proposal:

Bruce Picken, 30 Rosedale Avenue
 Marvin Ryder. & Mrs. N. Leeson, 40 Rosedale Avenue
 George Awre, 777 Lawrence Road
 Steve and Sherrie Nagy, 779 Lawrence Road.

Their concerns were as follows:

- oppose tearing down good housing stock
- creation of an isolated residential enclave
- safety issues, neighbourhood watch
- decrease in value of property.

Paul Mallard stated that the landscaping for the length of the new building will be an average of 7.5 metres.

Aldermen Copps, Wilson and Collins felt that the residents will be negatively impacted.

In response to a question from Alderman Charters Paul Mallard stated that if tabled the applicant has the right to appeal to the Ontario Municipal Board because a Council decision will not be made on a timely basis.

Subsequently a motion was placed on the floor to deny the recommendation and was approved.

- (d) **1325-1345 Barton Street East, 300-308 Kenilworth Avenue North and 8 Harrison Avenue- Change in Zoning, ZAC-00-30 (PDC00173) (item 2.2)**

The Chairman advised that, as per the Planning Act, the Ontario Municipal Board has the authority to dismiss any appeal of a person not presenting an oral statement or written statement at the Public Hearing.

Jim Tarbot of Design Building Construction was present on behalf of the applicant.

Joe Lakatos gave a brief overview of the staff report. Of 156 notices circulated, 8 replied in favour and 5 opposed.

Harry Dean an abutting neighbour was present to state concern over the noise caused by car alarms which are sold by the establishment. He requested that a sound barrier or fence be erected to mitigate this problem.

The proponent advised that there will be a landscaping strip and that the cars will be serviced in a building that will help alleviate the noise concerns.

Mr. Lakatos advised that the visual barrier is required by by-law.

(e) 398 Kenora Avenue- Change in Zoning, ZAR-00-31 (PDC00172) (Item 2.3)

The Chairman advised and the Committee concurred that the matter be tabled as per the request of the applicant.

The amendment is to be recircularized at a later date.

(f) 475 Main Street East- Change in Zoning, ZAC-00-22 (PDC00167) (item 2.4)

The Chairman advised that, as per the Planning Act, the Ontario Municipal Board has the authority to dismiss any appeal of a person not presenting an oral statement or written statement at the Public Hearing.

The following proponents were present in support of the recommendation:

Lorne Haverty, 276 Main Street West
Evan Kirsh, 20 Queen Street East
Maragaret Coulter, 475 Main Street East.

Joe Lakatos gave a brief overview of the staff report. Of 173 notices circulated, 16 replied in favour and 1 opposed.

Alderman Copps stated that more parking should be required if more units are to be added.

Alderman Haining advised that the majority of residents do not own vehicles.

(g) Neighbourhood Plan Amendment – Templemead Neighbourhood P5-2-129 (PDC00170) (Item 2.5)

The Chairman advised that, as per the Planning Act, the Ontario Municipal Board has the authority to dismiss any appeal of a person not presenting an oral statement or written statement at the Public Hearing.

A submission was received from Edwyn and Sharon Lewis.

The following proponents from the Hamilton Wentworth District School Board were present in support of the recommendation:

Tony Cupido, Superintendent of Planned Services
Reg Woodworth, Chairman
Laura Peddle, Trustee
Judith Bishop

Joanne Hickey-Evans gave a brief overview of the staff report. She stated that the public meeting was circularized to all homeowners within 120 metres.

Mr. Woodworth advised that this site has been chosen for development because 500 children are bussed from the area and because that site is owned by the board and is partially sustainable from the sale of residential lots.

Mr. Cupido advised that the average size of an elementary school is 5.4 acres. The Ministry recommended size is 5 acres. This site will be much larger. With regard to the court being too close to the school it has been determined that the location of the school will be 5 metres farther than that which is shown on the plans. The Board is proposing 42, 40 foot lots and the residents will allow only 14. The Board is not in a position to build the school if the residential lands are not sold.

Laura Peddle advised that the economic reality is that the school cannot be built without the sale of the residential portion. She urged all present to think of the children that need the school.

The following People were present in favour to a school being erected but in objection to the recommendation:

Murray Major, 19 Mount Pleasant Drive
Brian Gordon, 19 Rutledge Court
Heidi Davidson, 20 Mount Pleasant Drive
David Baker, 19 Celac Court
Richard Balsor, 141 Templemead
Gordon Dunn, 873 Templemead
Paul Armstrong, 3 Pompano Court

They were opposed based on the following:

- prefer original plan
- do not want more residential property
- do not want to loose woodlot as a passive recreational area
- opposed to relocation of soccer pitch

- no room for future expansion
- increase in traffic
- safety concerns
- examples of various other schools with greenspace such as:
 - Lincoln Alexander
 - James McDonald
 - Helen Detwieller
 - Lisgar
 - C.B. Sterling
- bussing to the school may be a future problem

Mr. Cupido advised that the location of the Soccer pitch is being revisited. A tree preservation program has been developed. There will be an attempt to cap the attendance figures at the school to 580.

The Committee concurred that although the necessity of a school is evident there must be a compromise regarding the open space which is to be developed as residential.

Subsequently the Committee resolved that the matter be tabled to a special meeting of the Planning and Development Committee to be held October 31, 2000.

(h) Delegation of Approval Authority- Site Plan Control Applications (PDC00176) (Item 4.4)

This item was deferred to the special meeting of the Planning and Development Committee to be held October 31, 2000.

(i) Information Items (Item 4.12)

That the following Information Items as previously distributed to Members of the Planning and Development Committee be received:

- (i) General Manager, Community Planning and Development Division re: 195 Ferguson Avenue North- Implementation of the Wesley Ontario Municipal Board Decision (eighth report) (PDC99088H) dated October 11, 2000.
- (ii) General Manager, Community Planning and Development Division re: Ontario Municipal Board Decision on the City's Draft By-law to Regulate Rendering Plants (PDC00177) dated October 12, 2000.
- (iii) Corporate Counsel re: Litigation Matter-Private and Confidential (LS00022) dated October 13, 2000.

(j) Request for a waiver of the 2 year building requirement as per bill PR 140 for Belvidere property from Clair W. Sellens (Previously Tabled) (Item 5.1)

Alderman Kelly felt that the wish of the residents to permit the land to be vacant should be respected.

Alderman Charters said that this would set a precedent for those property owners wanting to demolish their buildings by letting them become dilapidated. Alderman Copps concurred.

Alderman Haining felt that dilapidated buildings in the downtown core should be removed but that ideally, they should be replaced.

Alderman Kelly moved that the waiver be granted for a five year period. There was no seconder.

A motion was placed on the floor to deny the request and was lost.

Quorum was momentarily lost and the Committee reconvened and deferred this matter to a special meeting of the Planning and Development Committee to be held October 31, 2000.

(k) Referral of Council Correspondence regarding Enterprise Zones from Regional Council (Item 5.2)

Deferred to a special meeting of the Planning and Development Committee to be held October 31, 2000.

(l) Demolition of 30 Norfolk Street North (PDC00169)(Item 5.3)

Submissions were received from the following:

1. Mr. & Mrs. Grigg, 35 Thorndale Ave. N, Hamilton
2. Pauline Rizdon, 31 Thorndale Ave. N, Hamilton
3. Jim & Betty Betchel, 9 Sanders Boulevard, Hamilton
4. Gerald Crevier, 10 Norfolk Street, Hamilton
5. Helen and R.J. Wright, 19 Norfolk Street, Hamilton
6. Phyllis Tresidder, President, Ainslie Wood/ Westdale Community Association of Resident Homeowners

The Committee adjourned into closed session to request legal advice and reconvened immediately thereafter and resolved to deny the request for demolition permit.

(m) OTHER BUSINESS

- a) Potential Litigation Matter, Corporate Counsel (LS00024) (added)**

The Committee adjourned into closed session to request legal advice and reconvened immediately thereafter and resolved to extend the agreement regarding Auchmar with conditions.

b) Payment of Accrued Parkland Credit, Wellington Chase-Phase 1 (FAC00012)(added item)

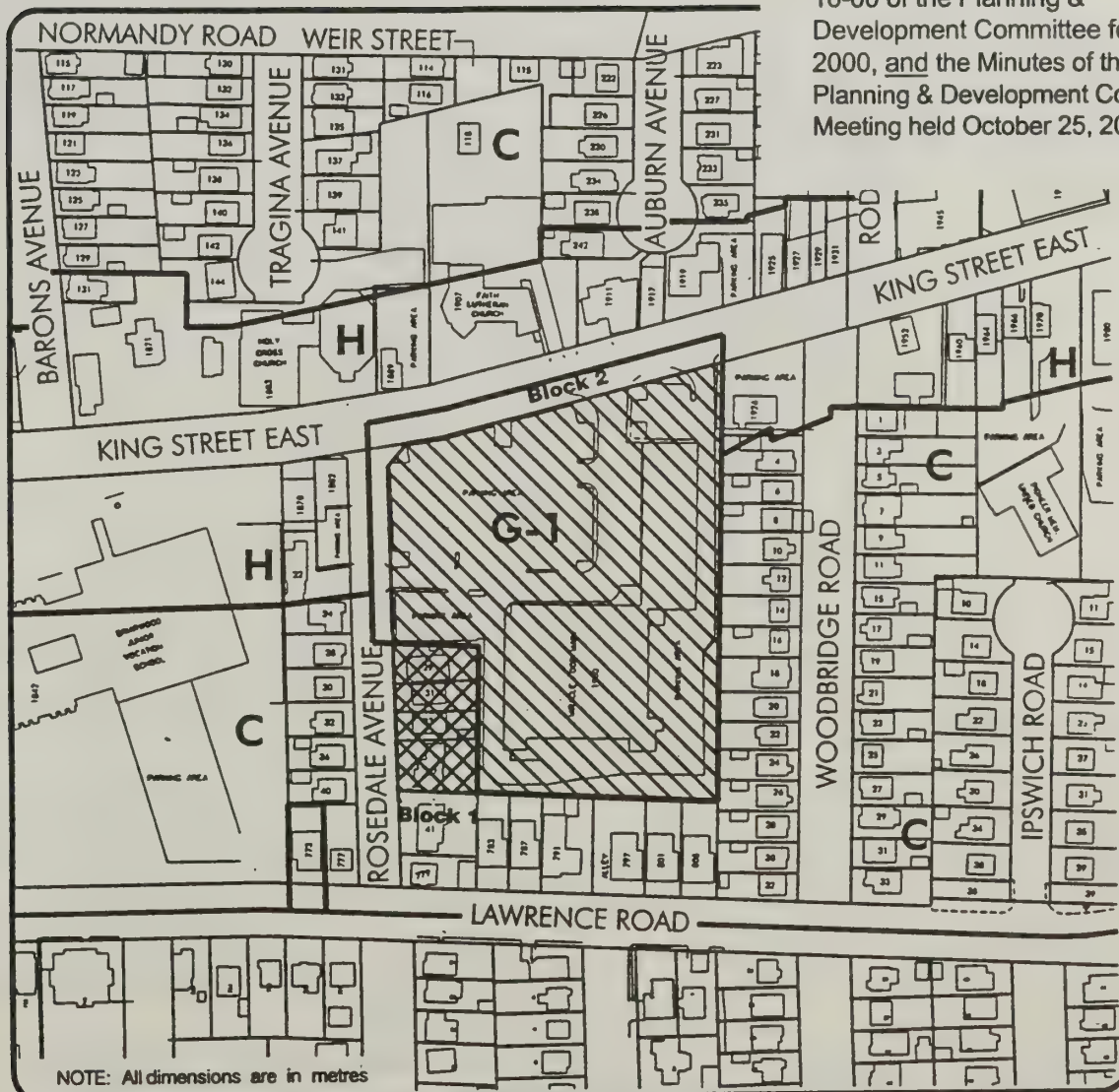
The Committee approved the recommendation of the Acting City Manager dated October 23, 2000.

Note: The meeting of the Planning and Development Committee adjourned at 1:05 p.m.

**Alderman F. D'Amico, Chairperson
Planning and Development Committee**

**Tina Agnello, Legislative Assistant
October 25, 2000**

Appendix "A" referred to in Section 1 of Report 16-00 of the Planning & Development Committee for 2000, and the Minutes of the Planning & Development Committee Meeting held October 25, 2000.



City of Hamilton

Site of the Application



Community Planning and Development Division

Location Map**Legend****Block 1**

Change in zoning from "C" (Urban Protected Residential, etc.) District to "G-1" (Designed Shopping Centre) District, Modified.

Block 2

Modification to the "G-1" (Designed Shopping Centre) District, Regulations.

Reference File No.

ZAC-00-27Scale
NOT TO SCALE

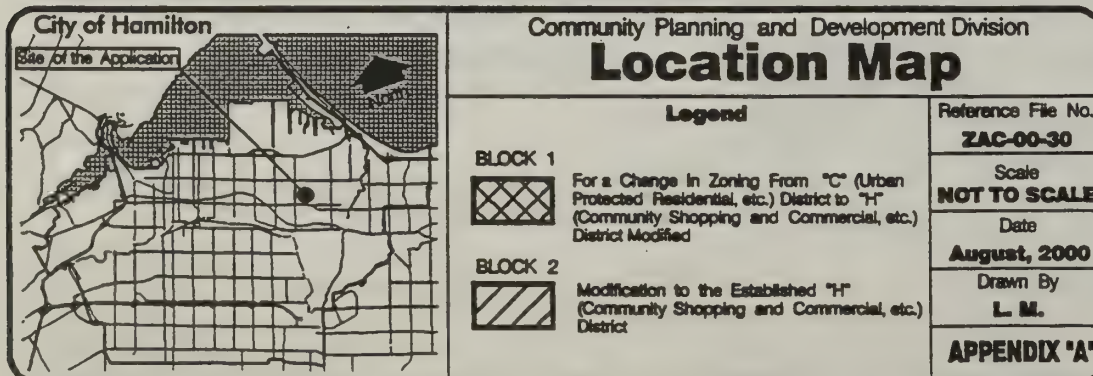
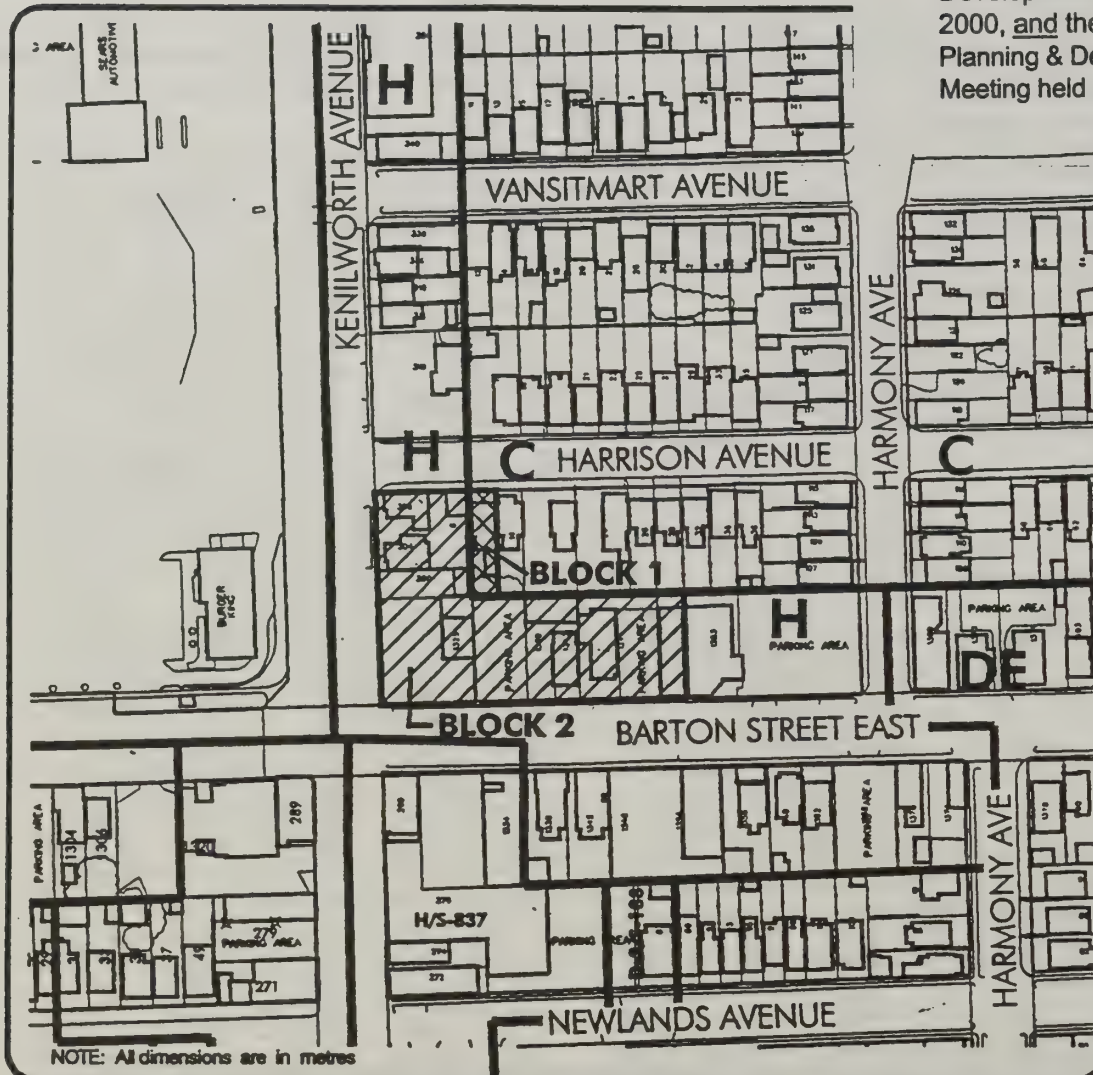
Date

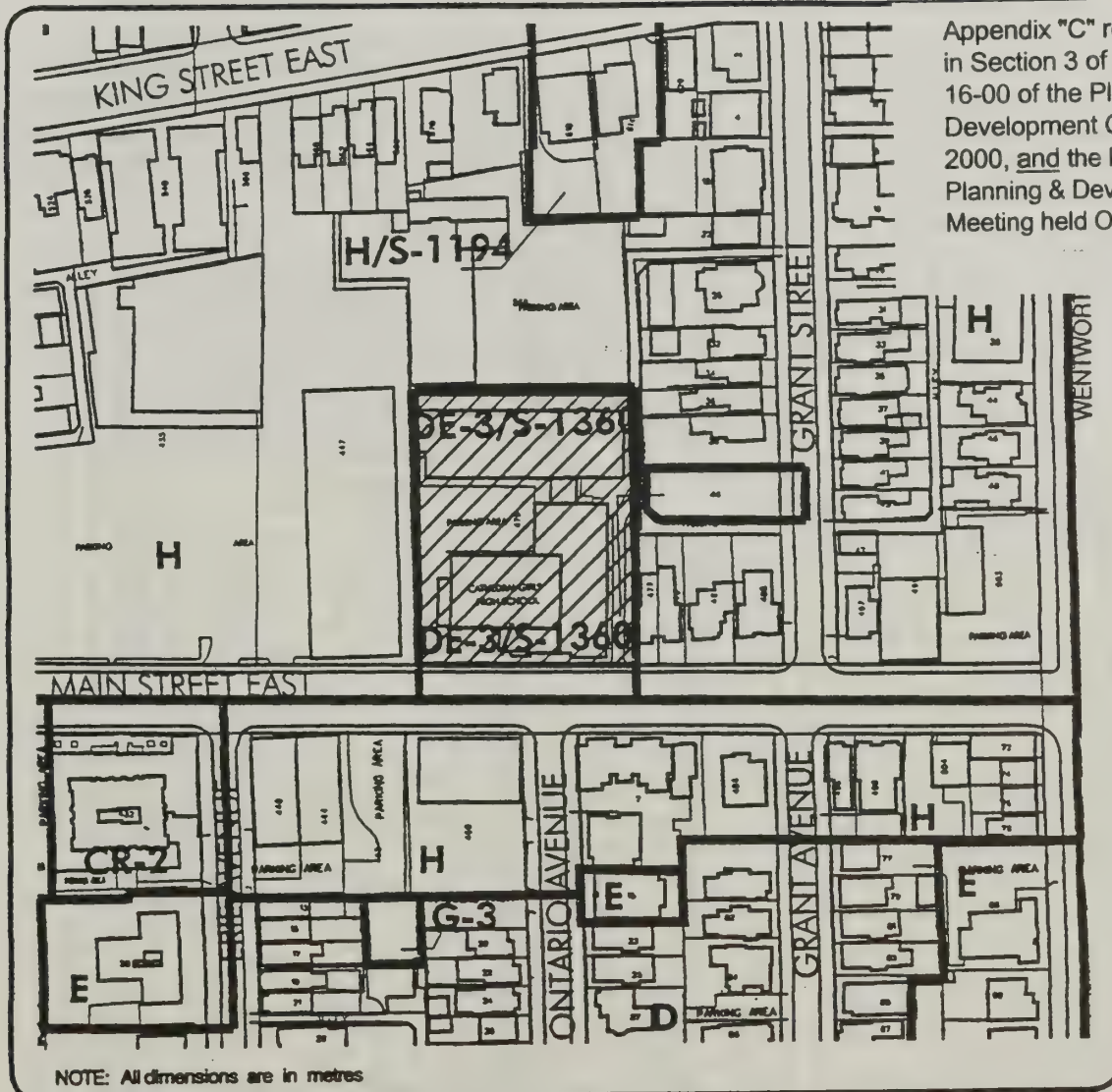
August, 2000

Drawn By

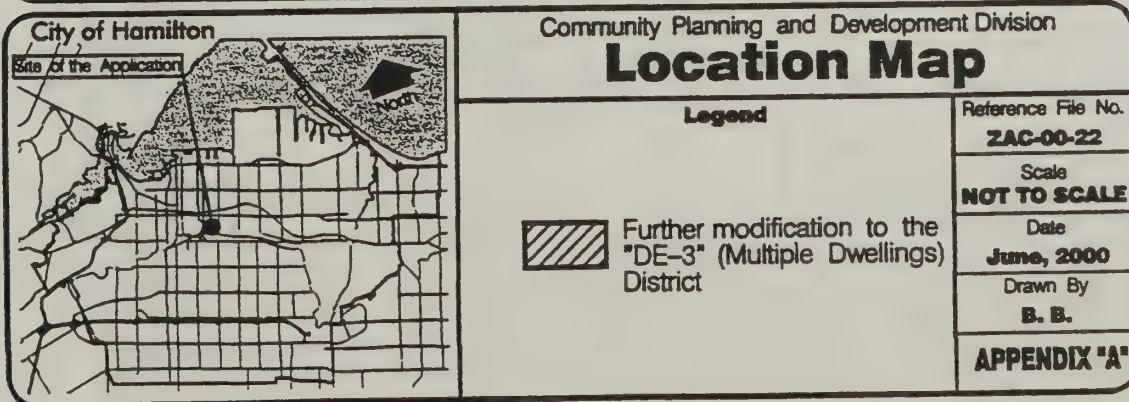
L.M.**APPENDIX "A"**

Appendix "B" referred to in Section 2 of Report 16-00 of the Planning & Development Committee for 2000, and the Minutes of the Planning & Development Committee Meeting held October 25, 2000.

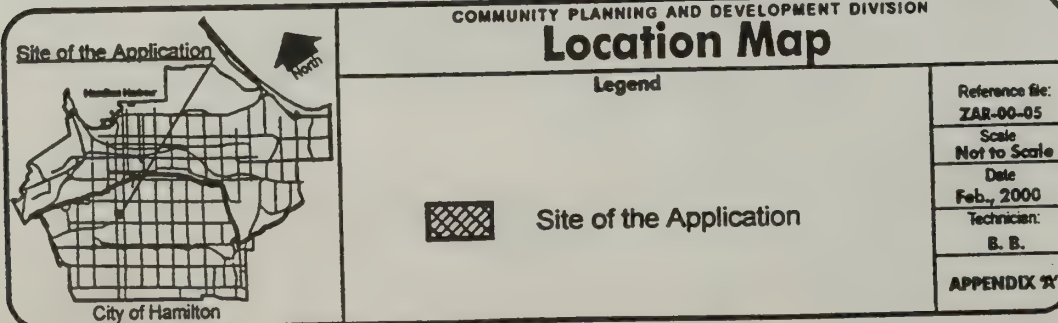
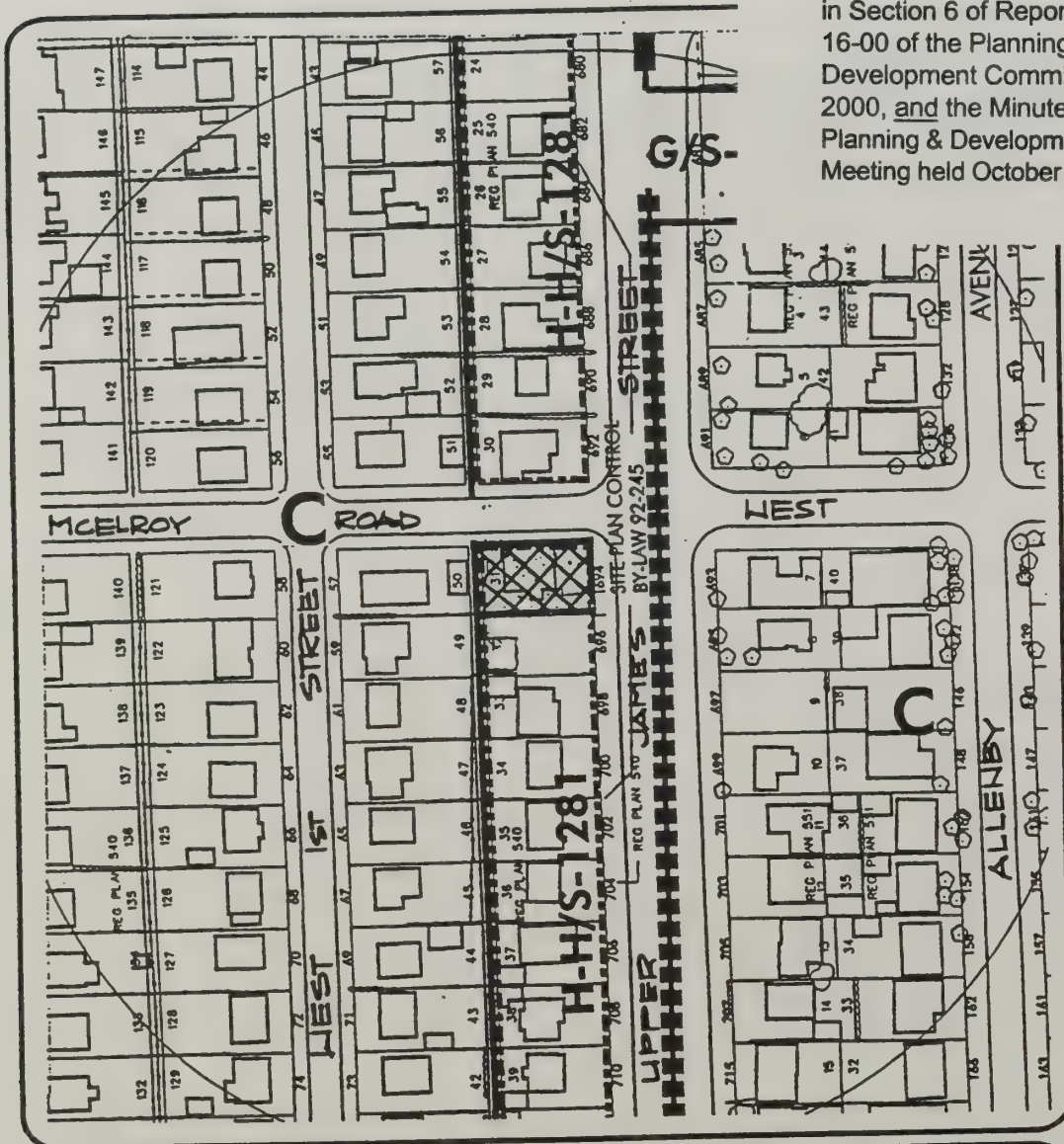




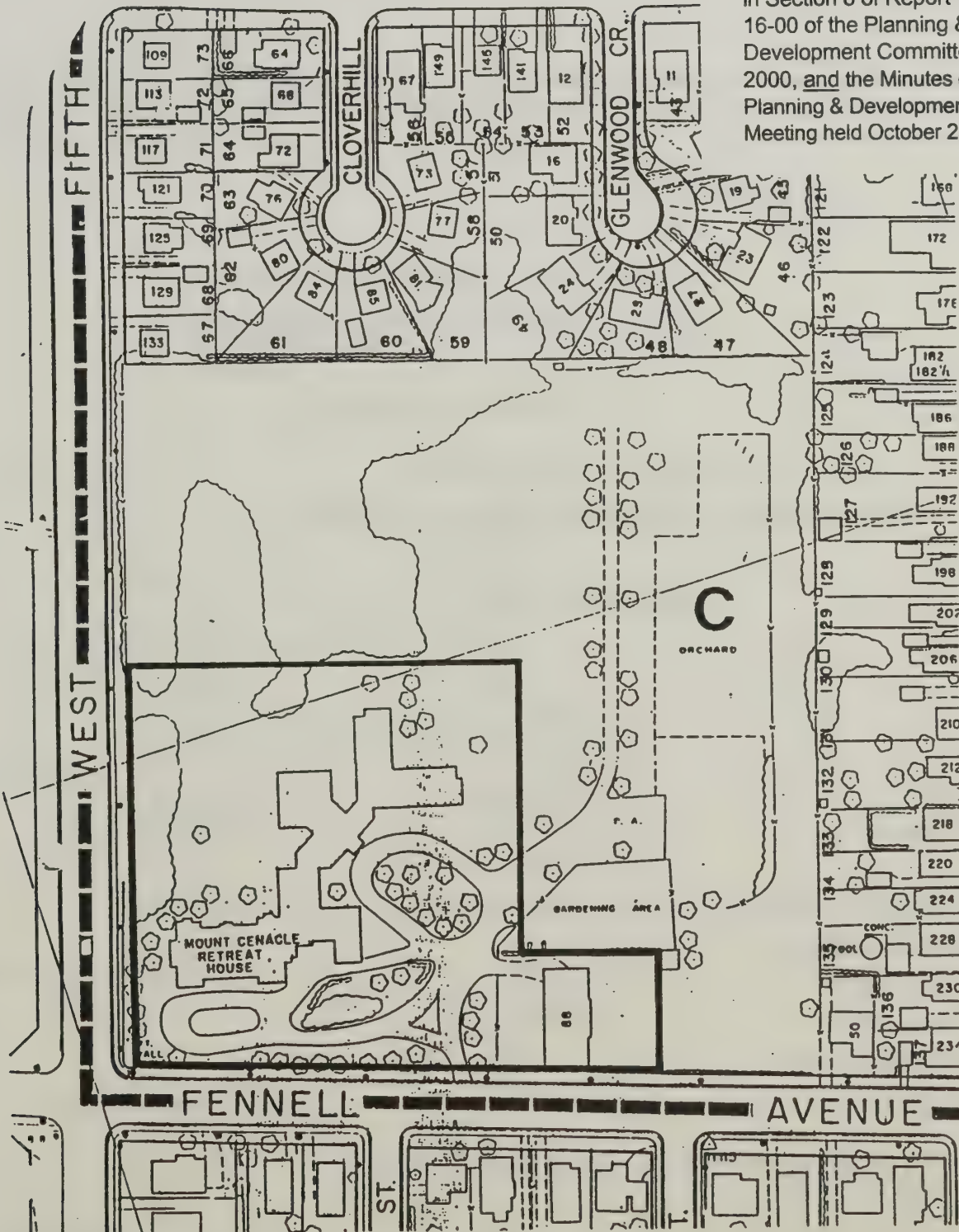
Appendix "C" referred to in Section 3 of Report 16-00 of the Planning & Development Committee for 2000, and the Minutes of the Planning & Development Committee Meeting held October 25, 2000.



Appendix "D" referred to in Section 6 of Report 16-00 of the Planning & Development Committee for 2000, and the Minutes of the Planning & Development Committee Meeting held October 25, 2000.



Appendix "E" referred to
in Section 8 of Report
16-00 of the Planning &
Development Committee for
2000, and the Minutes of the
Planning & Development Committee
Meeting held October 25, 2000.



**Westdale Village Business Improvement Area (B.I.A.) –
Proposed Budget and Schedule of Payment for 2001 (PWT)**

Appendix "F" referred to
in Section 11 of Report
16-00 of the Planning &
Development Committee for
2000, and the Minutes of the
Planning & Development Committee
Meeting held October 25, 2000.

APPENDIX

WESTDALE VILLAGE BUSINESS IMPROVEMENT AREA'S

2001 BUDGET

Rent	\$ 1,200
Insurance	\$ 1,600
Wages, B.I.A.	\$10,000
Board Expense	\$ 1,200
Audit	\$ 350
Annual General Meeting	\$ 400
Plant Maintenance & Area Care	\$ 2,250
Event Promotions	\$20,000
Advertising Area as a Destination	<u>\$ 8,000</u>

TOTAL BUDGET \$45,000

**International Village Business Improvement Area (B.I.A.) –
Proposed Budget and Schedule of Payment for 2001 (PWT00186)**

Appendix "G" referred to
in Section 12 of Report
16-00 of the Planning &
Development Committee for
2000, and the Minutes of the
Planning & Development Committee
Meeting held October 25, 2000.

APPENDIX

INTERNATIONAL VILLAGE BUSINESS IMPROVEMENT AREA'S

2001 BUDGET

OPERATIONS:

Rent	\$ 8,400
Utilities	\$ 2,500
Phone/Fax	\$ 1,800
Office Supplies	\$ 1,500
Equipment Purchases	\$ 2,500
Bank Charges	<u>\$ 400</u>

Sub-Total \$17,100

WAGES:

Executive Director	\$31,000
Wage Costs	<u>\$ 3,410</u>

Sub-Total \$34,410

MISCELLANEOUS:

Insurance	\$ 1,400
Audit	\$ 440
Printing & Postage	\$ 1,500
Advertising/Promotion	<u>\$12,650</u>

Sub-Total \$15,990

Contingency \$ 2,500

TOTAL \$70,000

Appendix "H" referred to
in section 13 of Report
16-00 of the Planning &
Development Committee for
2000, and the Minutes of the
Planning & Development Committee
Meeting held October 25, 2000.

**Concession Street Business Improvement Area (B.I.A.)
Proposed Budget and Schedule of Payment for 2001 (PWT00187)**

APPENDIX

CONCESSION STREET BUSINESS IMPROVEMENT AREA'S

2001 BUDGET

Advertising and Promotion:

Installation & Storage of Christmas Decorations	\$ 3,000
Hydro-Christmas Lights	\$ 850
Streetfest & Corn Roast	\$ 8,600
Christmas, Bunny Hunt, Halloween, Newsletter	\$ 2,200

Administration:

Office supplies, stamps, envelopes, printing, newsletter	\$ 1,000
Insurance	\$ 950
Accounting Auditor	\$ 350

Other:

Wine & Cheese, Business to Business	\$ 700
Clean Sweep, Miscellaneous	\$ 500
Co-op advertising	\$ 2,000
Staff Contract	\$ 6,000

TOTAL **\$26,150**



REPORT

CITY OF HAMILTON PLANNING AND DEVELOPMENT COMMITTEE

Tuesday October 31, 2000
Immediately following the Special City Council
Meeting of 1:00 p.m.
Room 233, Hamilton City Hall
71 Main Street West, Hamilton

Present: Alderman F. D'Amico (Chairperson), Alderman G. Copps (Vice-Chairperson), Mayor R. Morrow, Aldermen M. Caplan, R. Corsini, D. Haining, F. Eisenberger, B. Charters, B. Kelly

Regrets: Alderman Corsini

Also Present: P. Mallard, D. Powers, P. Lampman, N. Catalano, T. Agnello

Alderman F. D'Amico, Chairperson, called the meeting to order.

THE PLANNING AND DEVELOPMENT COMMITTEE PRESENTS REPORT 17-00 AND RESPECTFULLY RECOMMENDS:

1. Delegation of Approval Authority- Site Plan Control Applications (PDC00176)

That Corporate Counsel be authorized and directed to prepare the appropriate by-law to delegate the authority for approval of applications for Site Plan Control to the General Manager, Community Planning and Development Division and, in his or her absence, the Acting General Manager until such time as the New Council is in place.

2. Request for a waiver of the 2 year building requirement as per bill PR 140 for Belvidere property from Clair W. Sellens (Previously Tabled)

That a waiver of the 2 year building requirement for erection of a new house as per Bill PR 140 for property known as 14 Belvidere be granted. **LOST.**

3. Bills:

That the following Bills be adopted, signed, sealed and enrolled as By-laws:

- (a) C-085 A By-law to Delegate to the General Manager, Community Planning and Development Division Authority to Approve Site Plan Applications.

FOR THE INFORMATION OF CITY COUNCIL:

- (a) **Declarations of Interest (Item 1)**

None.

- (b) **Neighbourhood Plan Amendment – Templemead Neighbourhood P5-2-129 (PDC00170)**

The Committee resolved to table this matter to the special Planning and Development Committee meeting of November 7, 2000.

- (c) **Delegation of Approval Authority- Site Plan Control Applications (PDC00176)**

Following brief discussion the Committee resolved that the main motion be amended as follows:

That Corporate Counsel be authorized and directed to prepare the appropriate by-law to delegate the authority for approval of applications for Site Plan Control to the General Manager, Community Planning and Development Division and, in his or her absence, the Acting General Manager until such time as the New Council is in place.

- (d) Request for a waiver of the 2 year building requirement as per bill PR 140 for Belvidere property from Clair W. Sellens (Previously Tabled)

A motion was placed on the floor and was lost as follows:

That the waiver of the 2 year building requirement be revisited by the Council of the day in 2 years time to ensure that the property has been maintained.

Subsequently the main motion to grant the 2 year waiver was placed on the floor and carried on a recorded vote as follows:

Yeas:

Mayor Morrow, Alderman D'Amico, Alderman Caplan, Alderman Eisenberger, Alderman Kelly 5

Nays:

Alderman Haining, Alderman Charters, Alderman Copps 3
Carried.

(e) Referral of Council Correspondence regarding Enterprise Zones from Regional Council

The Committee resolved that this correspondence be recieved.

Note: The meeting of the Planning and Development Committee adjourned at 4:10 p.m.

**Alderman F. D'Amico, Chairperson
Planning and Development Committee**

**Tina Agnello, Legislative Assistant
October 31, 2000**

REPORT

CITY OF HAMILTON FINANCE AND ADMINISTRATION COMMITTEE

Tuesday, October 31, 2000

9:30 a.m.

Council Chambers, Hamilton City Hall
71 Main Street West, Hamilton



Present:

City Finance and Administration Committee

Alderman D. Wilson (Chairman), Alderman D. O'Sullivan (Vice-Chairman), Mayor R. Morrow, Aldermen M. Caplan, D. Haining, C. Collins, B. Charters, B. Kelly

Also present:

J. Bruzzese, T. Bradbury, M. Hazell, L. Bourns, R. Fair, M. Mascarenhas, Fire Chief Peace, H. Kayal, B. Desnoyers, K. Nutley, J. Davidson, W. Plessl, N. Catalano, T. Tollis, R. Foulds, P. Lampman, F. Westaway, S. Reeder

Alderman D. Wilson, Chairman called the meeting to order.

**THE FINANCE AND ADMINISTRATION COMMITTEE PRESENTS REPORT 15-00
AND RESPECTFULLY RECOMMENDS:**

1. **Referral by Regional Council - By-law to provide for the Licensing of Residential Care Facilities (SPH00101)(Item 12)**
 - (a) That the draft By-law to provide for the Licensing of Residential Care Facilities, attached herewith and marked as Appendix "A", be endorsed; and,
 - (b) That as requested by Regional Council, the Council of the City of Hamilton agrees to transfer the authority to license businesses which provide accommodation, meals and care services to individuals upon payment of rent and other charges, to the Council of the Regional Municipality of Hamilton-Wentworth, and to notify the Acting Municipal Clerk of the response to this request by November 1, 2000; and,
 - (c) That this report be forwarded to the Transition Board for approval.

2. Authorization to Purchase Two (2) Rapid Response Vehicles - Hamilton Fire Department (CSC00142)(Item 13)

- (a) That staff be authorized to issue a purchase order to Super Vac Mfg. Co. SVI, Loveland, Colorado, U.S.A., for the purchase of two (2) Four Wheel Drive Rapid Response Vehicles in the amount of Four Hundred Sixty Seven Thousand Four Hundred and Thirty Canadian Dollars (\$467,430.35) inclusive of all applicable taxes, PST exempt; and,
- (b) That this purchase be charged to Capital Account COHAM 480051001 (Fire Vehicle apparatus replacement); and,
- (c) That the Mayor and Municipal Clerk be authorized and directed to execute the necessary contract(s) for this purchase in a form satisfactory to Corporate Counsel.

3. Hamilton Fire Department Business Plan Update Central Fire Station and Administration Accommodations (CSC000147)(Item 14)

- (a) That staff be authorized to commission a location and site analysis study to investigate the available options and site for a new Amalgamated Central Administration and Fire/Ambulance Station in the downtown core of the City of Hamilton; and,
- (b) That staff be authorized to include the cost of the new Station and the Administration accommodation costs in the 2001 Capital budget for immediate consideration; and,
- (c) That, upon the completion of the projects mentioned above, and if the necessary steps be taken to declare Central Fire Station on John Street North and the Administration Building on King William Street surplus to the Fire Department use; and,
- (d) That staff be directed, if deemed surplus, to attain market appraisal for both properties to establish the market value market for the purpose of disposition of the subject properties; and,
- (e) That the proceeds from the sale of both properties be considered contributions towards the capital requirements for the construction of the new facilities; and,
- (f) That these recommendations be forwarded to the Transition Board for consideration and approval.

4. Amalgamated Fire/Ambulance Fleet Maintenance Division Emergency Relocation to 177 Bay Street North (CSC0000146)(Item 15)

- (a) That Council authorize, as the only available immediate option, the use of the Bay Street Yard, located at 177 Bay Street North, to accommodate the amalgamated Fire/Ambulance Fleet Maintenance Division, on a temporary basis for two years (ending December 31, 2002) with the stipulation that no capital funds be expended to upgrade the facility; and,
- (b) That the direction to utilize the Victoria Yard site for this purpose be abandoned as no longer viable and that this property be declared surplus to the needs of the City of Hamilton; and
- (c) That staff be authorized to undertake a location and site analysis study to investigate other options for a permanent new amalgamated maintenance garage; and
- (d) That staff be authorized to include the cost of the new facility in the 2001 Capital budget for immediate construction to be completed by December 2002; and,
- (e) That these recommendations be forwarded to the Transition Board for consideration and approval.

5. Tax Applications processed under Section 443, Subsection (5) of The Municipal Act, Chapter 45, Statutes of Ontario, 1990 (FIN00110)(Item 16)

That realty and business tax applications processed under Section 443, of The Municipal Act, Chapter 45, Statutes of Ontario, 1990 in the amount of \$39,722.95 be approved and charged to COHAM 52108 211025 Tax Remissions.

6. Write off of Outstanding Taxes (FIN00123)(Item 17)

- (a) That outstanding taxes in the amount of \$1,818,512.54 be written-off in accordance with Section 441 of the Municipal Act, R.S.O. 1990 and charged to account COHAM 52174 211035, Tax Write-offs; and,
- (b) That this recommendation be forwarded to the Transition Board for approval.

7. Funding Source for Free Parking in Downtown Core for the months of November and December, 2000 (FIN00116)(Item 18)

- (a) That as referred to in a motion approved by City Council on October 10, 2000, that the cost of providing free parking in the downtown core

for the months of November and December, 2000, estimated to be \$45,000 be provided:

- (i) Firstly, from the year-end operating surplus in the Public Works Departmental budget; and,
 - (ii) Secondly, from the year-end corporate operating surplus; and,
 - (iii) Thirdly, from the tax stabilization reserve; and,
- (b) That an appropriate by-law to amend the City Traffic By-law 89-72 be passed and enacted; and,
- (c) That this report be forwarded to the Transition Board for approval.

8. Extension of Construction Covenants - 80 Queen Street North, Hamilton - Labourers International Union of North America (FAC00009)(Item 20)

That a request received from the Laborers International Union of North America, through their solicitor, for an extension of the commencement and completion of construction dates for the property at 80 Queen Street North, Hamilton from May 1, 2000 to April 30, 2001 and from May 1, 2002 to April 30, 2003 respectively with all other terms and conditions of the Offer to Purchase adopted by City Council on November 24, 1999 to remain unchanged, be approved.

Recorded vote.

YEAS: Mayor Morrow, Aldermen Kiss, Caplan, Horwath, Corsini, Morelli, Haining, Wilson, Copps, Eisenberger, Jackson, Charters, Anderson, Kelly, D'Amico, O'Sullivan. -16.

NAYS: Alderman Collins -1.

CARRIED.

9. Request for Repurchase of lands - 3, 5 and 7 Gerrard Street, Hamilton (FAC00008)(Item 21)

That a request received from Desiderato D'Angelo and Pierina D'Angelo through their solicitor for the City to repurchase the lands at 3, 5 and 7 Gerrard Street, sold to the D'Angelo's in 1993, for the original sale price of \$60,000 be denied.

10. Declaration of Surplus Properties: 1373 Main Street East - vacant tax sale property; 451 King Street West - Car Park #22 (FAC00006)(Item 22)

- (a) That City owned properties located at 1373 Main Street East and 451 King Street West be declared surplus to the requirements of the City of

Hamilton in accordance with Real Property Sales Procedural By-law No. 95-049; and,

- (b) That Real Estate, Facilities Management Department, be authorized and directed to sell these properties on the open market at market value prices in accordance with Real Property Sales Procedural By-law No. 95-049.

11. Sale of City owned lands - 344 Ferguson Avenue North (Former Public Works Yard) to Conor Pacific Development Inc. (FAC00011)(Item 23)

THE FOLLOWING MOTION LOST ON A TIE VOTE AT COMMITTEE AND IN ACCORDANCE WITH CITY POLICY AND THE DIRECTION OF THE COMMITTEE IS BEING PRESENTED TO COUNCIL FOR CONSIDERATION:

- a) That an Offer to Purchase agreement, duly executed by Conor Pacific Development Inc. (J. Devins, President) on October 19, 2000 and scheduled to close on or before May 31, 2002 for the lands composed of Part of Lot 13 Concession 1 in the former Township of Barton, now in the City of Hamilton being Lots 130 to 133 and part of Lots 112, 121 to 129 and 134 Plan 287, Part 1 on Reference Plan 62R-9175 and Parts 1, 4 & 5 on Plan 62R-12423, having an area of 1.437 ha. (3.55 acres) more or less, municipally known as 344 Ferguson Avenue North, Hamilton, subject to a 9 metre easement to be registered in favour of the Regional Municipality of Hamilton-Wentworth be approved and completed as the requirements in the Municipal Act pursuant to the City's Real Property Sales Procedural By-law No. 95-049 have been fulfilled and the funds derived from this sale of \$200,000 be credited to account COHAM 47702 310055004 (Land Sale – Garage/Yard Rationalization Study).
- b) That a deposit cheque to be received pending Council approval in the amount of \$5,000 be held by the General Manager of Finance until the closing of this transaction.
- c) That the completion of this transaction be subject to the following conclusions:
 - i) It is understood and agreed by the Purchaser that there have been no warranties and/or representations by the Vendor whatsoever with respect to the Property except for the Vendor's covenant, representation and warranty regarding full disclosure below and except for c) ii) and that the Property is being purchased on an "as is" basis. The Purchaser further acknowledges and agrees that the Vendor is making no representations or warranties whatsoever with respect to the Property except for the Vendor's covenant, representation and

warranty regarding full disclosure below and except for c) ii). The Purchaser acknowledges that it has relied entirely upon his own environmental site assessment, inspection and investigation with respect to quantity, value and title of the Property however, the Vendor covenants to disclose and represents and warrants that it has disclosed all information relating to the Property which is in the control of the Vendor and of which the Vendor has actual knowledge. For further clarity, the parties agree that this paragraph c) i), is not intended to limit the Vendor's obligations to pay towards the cost of remediation as set out in c) viii) bb).

- ii) It is understood and agreed by the Purchaser that they have inspected the Property and conducted an independent investigation of present and past uses of the Property and that the Purchaser has not relied on any representations by the Vendor concerning any condition of the Property, environment or otherwise except for the Vendor's obligation to disclose as described in c) i), above. The Purchaser agrees to assume any and all risks relating to the physical condition of the Property, and any and all environmental liabilities relating to the Property, which existed on the Property on or before closing, including but not limited to any liability for clean up of any hazardous substances on or under the Property subject to the Vendor's covenant to fully disclose all information relating to the Property which is in the control of the Vendor and of which the Vendor has actual knowledge. Neither the Purchaser nor any permitted occupant shall have any recourse to the Vendor as a result of the nature and condition of the Property, whether or not the Vendor has or had actual or imputed knowledge of such nature and condition as to the date of the Purchaser's taking title to the Property subject to the Vendor's obligation to disclose as described in c) i), above. For further clarity, the parties agree that this paragraph c) ii), is not intended to limit the Vendor's obligations to pay towards the cost of remediation as set out in c) viii) bb) annexed hereto. The Purchaser agrees to assume the Property subject to any outstanding work orders, legislative, zoning, fire and building code violations.
- iii) The Vendor represents and warrants that the state of title to the Property will be the same on completion as it was accepted by the Purchaser pursuant to section 6 of the Offer to Purchase Agreement and that during this period of time, namely between the acceptance date and the closing date, the Vendor will not carry on any acts on the property which would further contaminate the property.
- iv) The Vendor shall prepare a plan of survey and provide it to the Purchaser within 60 days of the acceptance of this Offer.

- v) It is understood and agreed by the Purchaser that the Purchaser will release, indemnify and hold harmless the Vendor, its officers, officials, employees, contractors and agents from and against all actions, causes of action, interests, claims, demands, fines, costs, damages, expenses or loss relating to, or that may arise directly or indirectly as a result of the condition of the Property, and/or any environmental condition of the Property, which existed on or before closing, which the Vendor may suffer, incur, bear, be subject to or liable for, but only for 1) the onsite contamination of the Property, and 2) as such result from off site contamination of properties purchased and developed by the Purchaser and which are adjacent to the Property. The Purchaser will not indemnify the Vendor for 1) any off site contamination that existed on or before closing, to adjoining lands not owned by the Vendor and not purchased or developed by the Purchaser, and 2) any portion of the Property contained in any easement area which the City benefits from. For further clarity, the parties agree that this paragraph c) v), is not intended to limit the Vendor's obligations to pay towards the cost of remediation as set out in c) viii) bb).
- vi) It is agreed by the Purchaser that there is no representation, warranty, collateral agreement, or condition affecting this agreement or the Property other than as expressed herein in writing.
- vii) Conditional upon the following terms and conditions being met prior to the closing of this Offer to Purchase and the transaction contemplated herein; failing which, at the option of the Purchaser, upon written notice to the Vendor this transaction shall become null and void and the deposit shall be returned to the Purchaser without interest:
 - aa) The Purchaser having purchased or secured agreements of purchase and sale for the purchase of those lands identified in the Offer to Purchase Agreement.
 - bb) The Purchaser having obtained the approval of the Board of Directors of Conor Pacific Development Inc., to proceed with the closing of this agreement.
- viii) It is understood and agreed that the closing of this Offer to Purchase Agreement is conditional upon the following terms and conditions being met prior to closing, failing which, at the option of the Purchaser, upon written notice to the Vendor by Purchaser this transaction shall become null and void and the deposit shall be returned to the Purchaser without interest.
 - aa) That Purchaser is fully satisfied in its sole discretion and at its sole cost as to the environmental condition of the soil and groundwater after carrying out an Environmental Assessment in

accordance with the Ministry of Environment Guidelines for Use and Contaminated Sites dated February, 1997 of the Property.

- bb) If the Environmental Assessment indicates that remediation of the Property is required for the purposes of Purchaser's proposed development, the purchase price of the Property shall be reduced to reflect the reduced market value of the Property by the Cost of the Remediation (as defined below) up to but not exceeding the purchase price set out herein. If the Cost of the Remediation exceeds \$200,000.00, the Purchaser may, at its option, terminate this Agreement unless the Purchaser agrees to pay such excess. For the purposes of this Offer to Purchase, "Cost of the Remediation" means the costs to remediate the Property in the manner set out in the Environmental Assessment using the lowest cost method of remediation reasonably available in order to achieve the required level of remediation to be implemented within the work schedule established by the Purchaser plus ancillary costs such as engineering, assessment, testing, reports, insurance, bonding, interest and all other reasonable costs to be calculated based on under this section the parties shall refer such dispute to arbitration to be conducted pursuant to the *Arbitrations Act* (Ontario).
- cc) That Purchaser shall at its sole expense obtain a geotechnical report in respect of the Property satisfactory to it in its sole discretion.
- ix) That Purchaser may enter upon the Property at its own risk and at its sole cost at any time and from time to time until closing upon reasonable prior written notice to the Vendor, to carry out the Environmental Assessment and any other environmental and geotechnical inspections and tests as it deems necessary. Purchaser covenants and agrees, at its expense, to return the Property to the state and condition it was in immediately prior to any such inspection and/or tests taking place immediately following the completion of such inspections and/or tests. Purchaser further covenants and agrees to indemnify and save harmless the Vendor from and against any claim, loss, cost, action, demand, liability and cause of action which the Vendor may suffer or incur due to, as a result of or arising out of damage caused by such inspection or tests.
- x) Purchaser also agrees with the Vendor to the following covenants, warranties, conditions, and restrictions, and agrees that the transfer to it of the said lands, shall be subject to the following covenants, warranties, conditions and restrictions, which shall not merge on the closing of this transaction but shall continue on after the day of closing and run with the land.
 - aa) (i) This Offer is conditional upon Purchaser, prior to closing at its sole cost making application for and obtaining the re-zoning of said property from the present "K" Heavy Industrial Zoning to an appropriate land use designation

compatible with Purchaser's proposed development and consistent with the land use/uses to be determined by the modified neighbourhood plan review encompassing the North End West, Beasley, Landsdale and Keith neighbourhoods currently underway.

- (ii) The Vendor permits the submission by Purchaser of a rezoning application and agrees to execute such documentation necessary in connection with the said rezoning.
 - (iii) If the required re-zoning set out in paragraph 1(a) above has not been completed by the date of closing set out herein, this Offer to Purchase shall be null and void and the deposit shall be returned to the Purchaser without interest.
 - bb) Purchaser acknowledges that, in approving this Offer to Purchase by the Vendor, the Vendor does not fetter the discretion of the Vendor Council to decide whether to pass a by-law to re-zone the subject lands, pursuant to the application set out in (1) above. Vendor Council is under a statutory duty under the Planning Act, 1990, as amended, to consider all the factors set out in that Act, in deciding whether to pass a by-law to re-zone the subject lands.
 - xi) If any of the conditions set out in this Offer to Purchase are not fulfilled by the specified dates for satisfaction or waiver thereof, the Purchaser may extend such date by up to six (6) months upon written notice to the Vendor on or before the original date and, in such event, all subsequent dates set out herein shall be deemed to be extended by an equal amount.
 - d) The Mayor and Municipal Clerk be authorized and directed to execute the necessary documents in a form satisfactory to the Corporate Counsel.
 - e) That the Municipal Clerk be authorized and directed to execute and issue a Certificate of Compliance in the form prescribed pursuant to Section 193 of the Municipal Act incorporating the following:
 - i) satisfactory notice has been given to the public of the intended sale; and,
 - ii) the sale of the subject lands falls within the class of properties that do not require an appraisal under subsection 193 (4) of the Municipal Act.
 - f) That Report FAC00011 be forwarded to the Transition Board for approval.
- REFERRED BACK TO STAFF FOR REVIEW**

12. Donation of Canadian Art Collection by Mr. Irving Zucker (CSC00145)(Item 24)

- (a) That 54 paintings by various Canadian artists, as outlined in Report CSC00145, be accepted by the Corporation of the City of Hamilton as a gift from local art collector, Mr. Irving Zucker, in accordance with the Corporate Donations Policy; and,
- (b) That staff pursue application for cultural property status for the donated work and category B designation for the City of Hamilton as the accepting organization.

13. 361, 363 and 371 Wellington Street North Municipal Tax Sales Act (LS00023)(Item 25)

That the City enter into an Agreement with the Province to hold the City harmless for any remaining environmental degradation at the Plastimet site and to provide for the release by the Province of any interests it has in the site, in the event that a tax sale to recover tax arrears is unsuccessful and results in the vesting of the property with the City of Hamilton.

14. External Posting for Historical Interpreter Positions, Dundurn Castle (CSC00148)(Added Item)

- (a) That permission be granted for the General Manager of Community Services Division, Department of Culture and Recreation to advertise externally to fill two vacant Historical Interpreter positions at Dundurn Castle National Historic Site; and,
- (b) That this recommendation be forwarded to the Transition Board for consideration and approval.

15. Bill

That the following Bill be adopted, signed, sealed and enrolled as a By-law:

- (a) Bill D-043 A By-law to amend By-law No. 89-72 to regulate traffic

FOR THE INFORMATION OF CITY COUNCIL:

- (a) **Declarations of Interest (Item 1)**
None declared

(b) **Minutes (Item 10)**

The Committee approved the minutes of its meeting held on Tuesday, October 3rd, 2000.

(c) **Delegation - Representatives - Hamilton-Wentworth Residential Care Association re: Referral by Regional Council of the By-law to provide for the licensing of Residential Care Facilities**

John Iovio of the Hamilton-Wentworth Residential Care Association addressed the Committee with respect to the above noted By-law.

(d) **Correspondence - Optimist Club of Hamilton - Acceptance of donations on behalf of the Club (Item 19.1)**

The Committee directed the Acting General Manager of Finance to implement a tax receipt process for the Optimist Club of Hamilton for the receipt of donations to the Safety Village can be received and tax receipts issued.

(e) **Ottawa Street B.I.A. - Community Renewal Officer position (Item 19.2)**

The Committee directed that staff report back on how the redundant positions for Community Renewal officers are being handled to ensure that the liaison between the City's Business Improvement Areas and the City continue.

(f) **Ottawa and Main Street Year Round Fruit and Vegetable Market (Item 19.3)**

The Committee directed that staff report back on what actions can be taken to prevent activities such as the year round fruit and vegetable market operating at Ottawa and Main Street from occurring in the context of the New City.

(g) **Request for Repurchase of lands - 3, 5 and 7 Gerrard, Hamilton (FAC00008) (Item 21)**

Alderman Haining indicated that he wished to be recorded as opposed to this item.

(h) **Declaration of Surplus Property - 168 Sherman Avenue North - Car Park #64 (Item 22)**

The Committee agreed that the property at 168 Sherman Avenue North should not be included in the properties to be declared surplus.

(i) **Information Item - Appointment of External Auditors (FIN00112)(Item 26.1)**

The Committee agreed to receive for information the report from the Acting General Manager, Finance dated October 3, 2000 entitled "Appointment of

External Auditors (FIN00112)”

- (j) **Added - Correspondence from Southam Area Neighbourhood Association**

The Committee that in response to the above noted correspondence, that staff ensure that the Association is advised of the outcome of negotiations respecting the Auchmar Estate property at Fennell Avenue and West 5th.

- (k) **Lakeland Pool - Report Back**

It was agreed that the staff report back on the Lakeland Pool Audited Financial Statements would be forwarded to the October 31st City Council meeting.

- (l) **In Camera Report - Proposed Extension Agreement (FIN00124)(Item27.1)**

A recommendation respecting the above noted Proposed Extension Agreement lost by motion.

Note: The meeting of the City Finance and Administration Committee adjourned at 10:30 a.m.

**Alderman D. Wilson, Chairman
City Finance and Administration Committee**

**Susan K. Reeder,
Acting Manager of Legislative Services/Records
October 31, 2000**



REPORT

CITY OF HAMILTON LICENSING COMMITTEE

Wednesday, October 4, 2000

6:00 p.m.

Room 219, Hamilton City Hall
71 Main Street West, Hamilton

Present: Alderman B. Kelly (Chairperson), Alderman D. Haining, D. Drury

Regrets: Alderman F. Eisenberger, N. Mleczko,

Also Present: D. Rose, S. Glover

Alderman B. Kelly, Chairperson, called the meeting to order.

THE CITY OF HAMILTON LICENSING COMMITTEE PRESENTS REPORT 06-00 AND RESPECTFULLY RECOMMENDS:

1. Kenneth Kingston – Taxi Cab Driver Licence (Item 3.1)

That the Taxi Cab Driver Licence application of Kenneth Kingston be granted subject to Mr. Kingston submitting an updated driving abstract to the Issuer of Licences on October 31, 2001.

Recorded vote.

YEAS: Mayor Morrow, Aldermen Kiss, Caplan, Horwath, Corsini, Morelli, Haining, Wilson, Collins, Eisenberger, Jackson, Charters, Anderson, Kelly, D'Amico, O'Sullivan. –16.

NAYS: Alderman Copps. -1.

CARRIED.

2. Daniel Cameron – Taxi Cab Driver Licence (Item 3.2)

That the Taxi Cab Driver Licence application of Daniel Cameron be granted subject to Mr. Cameron providing a letter from his doctor that he is medically fit to drive, and submitting an updated driving abstract to the Issuer of Licences on April 30, 2001.

Recorded vote.

YEAS: Mayor Morrow, Aldermen Kiss, Caplan, Horwath, Corsini, Morelli, Haining, Wilson, Collins, Eisenberger, Jackson, Charters, Anderson, Kelly, D'Amico, O'Sullivan. -16.

NAYS: Alderman Copps. -1.

CARRIED.

FOR THE INFORMATION OF CITY COUNCIL:**(a) Declarations of Interest (Item 1)**

None declared

(b) Adoption of Minutes – August 23, 2000 (Item 2)

That the Minutes of the meeting of the City of Hamilton Licensing Committee held on August 23, 2000 be adopted.

(c) Show Cause Hearings – (Item 3)

The Licensing Committee met in camera to hold Show Cause Hearings with regard to the following Taxi Cab Driver Licences:

- (i) Kenneth Kingston, 563 Wilson Street East, Apt. 9, Hamilton, ON L8L 1T7
- (ii) Daniel Cameron, 91 Britannia Avenue, Hamilton, ON L8H 1W7
Confidential background material pertaining to these matters was circulated to Members of Council under separate cover.
- (iii) A hearing with regard to the Scott Park Hockey Association was cancelled due to the organization voluntarily agreeing to return its Bingo Lottery Licence:

(d) Ratification of Licences (PDC00120(A)) (Item 4)

The Committee formally approved the Licence Reports respecting licence applications for the period from June 21 to September 28, 2000.

(e) Other Business (Item 5)

None

Note: The meeting of the City of Hamilton Licensing Committee adjourned at 6:20 p.m.

**Alderman Bill Kelly, Chairperson
City of Hamilton Licensing Committee**

**Stella Glover, Legislative Assistant,
October 4, 2000**



REPORT

CITY OF HAMILTON LICENSING COMMITTEE

Tuesday, October 17, 2000
7:00 p.m.
Room 219, Hamilton City Hall
71 Main Street West, Hamilton

Present: Alderman B. Kelly (Chairperson), Alderman D. Haining, D. Drury,
N. Mleczko

Regrets: Alderman F. Eisenberger – Other Business

Also Present: D. Rose, S. Glover

Alderman B. Kelly, Chairperson, called the meeting to order.

THE CITY OF HAMILTON LICENSING COMMITTEE PRESENTS REPORT 07-00 AND RESPECTFULLY RECOMMENDS:

1. Jovaune Rhodes – Taxi Cab Driver Licence

That the Taxi Cab Driver Licence application of Jovaunne Rhodes be granted subject to Mr. Rhodes submitting an updated driving abstract to the Issuer of Licences on April 30 and October 31, 2001.

Recorded vote.

YEAS: Mayor Morrow, Aldermen Kiss, Caplan, Horwath, Corsini, Morelli, Haining, Wilson, Collins, Eisenberger, Jackson, Charters, Anderson, Kelly, D'Amico, O'Sullivan. –16.

NAYS: Alderman Copps. -1.

CARRIED.

FOR THE INFORMATION OF CITY COUNCIL:

(a) **Declarations of Interest**

None declared

(b) Show Cause Hearing

The Licensing Committee met in camera to hold a Show Cause Hearing with regard to the Taxi Cab Driver Licence application of Mr. Jovaune Rhodes.

Confidential background material pertaining to this matter was circulated to Members of Council under separate cover.

Note: The meeting of the City of Hamilton Licensing Committee adjourned at 7:20 p.m.

**Alderman Bill Kelly, Chairperson
City of Hamilton Licensing Committee**

**Stella Glover, Legislative Assistant,
October 17, 2000**



REPORT

CITY OF HAMILTON LICENSING COMMITTEE

Tuesday, October 31, 2000
8:00 p.m.
Room 219, Hamilton City Hall
71 Main Street West, Hamilton

Present: Alderman F. Eisenberger (Chairperson), Alderman B. Kelly,
Alderman D. Haining, D. Drury, N. Mleczko

Also Present: D. Rose, S. Glover

Alderman F. Eisenberger, Chairperson, called the meeting to order.

THE CITY OF HAMILTON LICENSING COMMITTEE PRESENTS REPORT 08-00 AND RESPECTFULLY RECOMMENDS:

1. Nasir Mahmood – Taxi Cab Driver Licence

That the Taxi Cab Driver Licence application of Nasir Mahmood be granted subject to Mr. Mahmood submitting an updated driving abstract to the Issuer of Licences on April 30 and October 31, 2001.

Recorded vote.

YEAS: Mayor Morrow, Aldermen Kiss, Caplan, Horwath, Corsini, Morelli, Haining, Wilson, Collins, Eisenberger, Jackson, Charters, Anderson, Kelly, D'Amico, O'Sullivan. -16.

NAYS: Alderman Copps. -1.

CARRIED.

FOR THE INFORMATION OF CITY COUNCIL:

(a) Declarations of Interest

None declared

(b) Adoption of Minutes

- (i) That the Minutes of Meeting of the City of Hamilton Licensing Committee held on October 4, 2000 be adopted.
- (ii) That the Minutes of Meeting of the City of Hamilton Licensing Committee held on October 17, 2000 be adopted.

(c) Show Cause Hearing

The Licensing Committee met in camera to hold a Show Cause Hearing with regard to the Taxi Cab Driver Licence application of Mr. Nasir Mahmood.

Note: The meeting of the City of Hamilton Licensing Committee adjourned at 8:15 p.m.

**Alderman Fred Eisenberger, Chairperson
City of Hamilton Licensing Committee**

**Stella Glover, Legislative Assistant,
October 31, 2000**



MINUTES

CITY OF HAMILTON SPECIAL CITY COUNCIL

Tuesday, November 7, 2000
7:30p.m.

Council Chambers, Hamilton City Hall
71 Main Street West, Hamilton

Present: Mayor R. Morrow, Chairman;
Aldermen M. Kiss, M. Caplan, A. Horwath, R. Corsini,
B. Morelli, D. Haining, D. Wilson, G. Copps, C. Collins,
F. Eisenberger, B. Charters, T. Jackson, T. Anderson, B. Kelly,
F. D'Amico, D. O'Sullivan.

It was moved by Alderman Caplan and seconded by Alderman Haining that Rule No. 3(d) of the City Procedural By-law respecting the notice required for calling a special meeting of City Council be waived. **CARRIED.**

It was moved by Alderman Kiss and seconded by Alderman Caplan that Council move into Committee of the Whole to consider the Report of the Transport and Environment Committee, the Planning and Development Committee and the Finance and Administration Committee with Mayor Morrow in the chair.

Recorded vote.

YEAS: Mayor Morrow, Aldermen Kiss, Caplan, Horwath, Corsini, Morelli, Haining, Copps, Wilson, Eisenberger, Collins, Charters, Anderson, Jackson, Kelly, D'Amico, O'Sullivan. -17.

NAYS: -0.

CARRIED.

TRANSPORT AND ENVIRONMENT COMMITTEE - REPORT 14-00

It was moved by Alderman O'Sullivan and seconded by Alderman Morelli that reconsideration be given to Subsection (b) of Section 8 of Report 14-00 of the Transport and Environment Committee respecting Scott MacDonald Marine Lease which reads as follows:

8. Status Report - Scott MacDonald Marine Lease (LS00020)(Item 7.1)

- (b) That should Scott-MacDonald Marine Limited not comply with the above, staff be directed to exercise the City's remedies available under the Lease including, but not limited to, re-taking possession of the property and eviction of the Tenant.

Recorded vote.

YEAS: Mayor Morrow, Aldermen Caplan, Horwath, Corsini, Morelli, Haining, Eisenberger, Kelly, D'Amico, O'Sullivan. -10.

NAYS: Aldermen Kiss, Copps, Wilson, Collins, Charters, Anderson. -6.

CARRIED.

It was moved by Alderman O'Sullivan and seconded by Alderman Morelli that Subsection (b) of Section 8 of Report 14-00 of the Transport and Environment Committee approved by City Council on October 10, 2000 be deleted and the following inserted in lieu thereof:

"That after the 30 and 45 day time period as referenced in subsection (a) of Section 8, that staff report back as to the status of the Notice, and that further action be at the direction of the New Council."

Recorded vote.

YEAS: Mayor Morrow, Aldermen Caplan, Horwath, Corsini, Morelli, Haining, Eisenberger, Kelly, D'Amico, O'Sullivan. -10.

NAYS: Aldermen Kiss, Copps, Wilson, Collins, Charters, Anderson. -6.

CARRIED.

PLANNING AND DEVELOPMENT COMMITTEE - REPORT 18-00
--

FINANCE AND ADMINISTRATION COMMITTEE – REPORT 16-00**FINANCE AND ADMINISTRATION COMMITTEE - REPORT 17-00**

Council recessed and reconvened in open session at 7:40 p.m.

RESOLUTION

It was moved by Alderman Horwath and seconded by Alderman D'Amico that Rule No. 9 of the City's Procedural By-law be invoked for this meeting of City Council in order to consider a resolution respecting Maternity Leave.

That reconsideration be given to the motion approved by City Council on Tuesday, October 31st, 2000 respecting Maternity Leave which reads as follows:

- (a) That all employees of the City of Hamilton (unionized and non-union) are ensured their right to receive the full 52 weeks of maternity leave to which they are entitled as per changes to the Federal legislation governing Employment Insurance subject to confirmation that the bargaining agents representing unioned employees are in agreement; and,
- (b) That staff be directed to immediately address this issue in order to ensure potentially affected staff are able to plan accordingly for leaves of absence which are imminent; and,
- (c) That the Council of the City of Hamilton request the Regional Council to consider a similar resolution at their next meeting. **CARRIED.**

* * * * *

It was moved by Alderman Horwath and seconded by Alderman D'Amico that

- (a) That all employees of the City and Region be informed of the changes to the maternity/parental benefits provisions of the *Employment Insurance Act*, and of the availability of an Unpaid Leave of Absence Policy to support access to these benefit provisions and

(b) That the Transition Board ensure that an Unpaid Leave of Absence Policy is in place commencing January 1, 2001, for the New City of Hamilton.

(c) That this recommendation be forward to the Transition Board for approval.
CARRIED.

* * * * *

It was moved by Alderman Kiss and seconded by Alderman Caplan that the Report of the Committee of the Whole on the Report of the Transport and Environment Committee, the Planning and Development Committee, the Finance and Administration Committee and resolutions be adopted.

Recorded vote.

YEAS: Mayor Morrow, Aldermen Kiss, Caplan, Horwath, Corsini, Morelli, Haining, Wilson, Eisenberger, Collins, Charters, Anderson, Jackson, Kelly, D'Amico, O'Sullivan. -16.

NAYS: -0. **CARRIED.**

* * * * *

Hamilton City Council then adjourned at 9:50 p.m.

* * * * *

Taken as read and approved.

**MAYOR R. M. MORROW
CHAIRMAN**

**K. C. Christenson,
Acting Municipal Clerk
November 7, 2000**



REPORT

CITY OF HAMILTON SPECIAL MEETING OF THE TRANSPORT AND ENVIRONMENT COMMITTEE

Tuesday, November 7, 2000

4:00 p.m.

Room 233, Hamilton City Hall
71 Main Street West, Hamilton

Present:

Alderman C. Collins (Chairperson), Alderman D. Wilson (Vice-Chairperson), Mayor R. M. Morrow, Aldermen M. Kiss, A. Horwath, B. Morelli, T. Jackson, T. Anderson, F. D'Amico

Also Present:

Aldermen M. Caplan, R. Corsini, D. Haining, G. Copps, B. Charters, B. Kelly, D. O'Sullivan
J. Bruzzese, M. Hazell, T. Bradbury, R. Meiers, P. Barkwell, T. Gill, B. Young, A. Dore, R. Yanke, G. Oliviera, B. Price, K. Christenson, C. Biggs

Alderman C. Collins, Chairperson, called the meeting to order.

THE TRANSPORT AND ENVIRONMENT COMMITTEE PRESENTS REPORT 16-00 AND RESPECTFULLY RECOMMENDS:

1. **Westdale B.I.A. – Free Parking on Saturdays during the Month of December, 2000 (Item 3)**
 - (a) That the request from the Westdale B.I.A. to provide 2-hour free parking for December 2, 9, 16 and 23, 2000, within the boundaries of the B.I.A., be approved, at no cost to the City; and,
 - (b) That should the Ottawa Street and Concession Street B.I.A.'s submit a request for 2-hour free parking during the month of December, that the requests be approved, subject to the same terms and conditions as the provision of free 2-hour parking for the Westdale B.I.A.; and,
 - (c) That City of Hamilton By-law 89-O2 be amended accordingly.

2. Effect of Teachers' Strike on School Crossing Locations (Item 4)

That for the duration of the Hamilton-Wentworth School District elementary teachers' strike, the school crossing guards located in the vicinity of those school affected remain.

3. Letter of Understanding with Canadian Union of Public Employees, Local 5167 (New Business – No Copy)

That the Acting City Manager be authorized and directed to negotiate a Letter of Understanding with the Canadian Union of Public Employees, Local, 5167, to implement a term employee hiring protocol to fill the staffing requirements to December 31, 2000.

4. Bills

That the following Bills be adopted, signed, sealed and enrolled as By-laws:

- (a) A-071 Being a By-law to Amend By-law No. 89-72 to Regulate Traffic
- (b) A-072 Being a By-law to Amend By-law No. 89-72 to Regulate Traffic
- (c) A-073 Being a By-law to Amend By-law No. 89-72 to Regulate Traffic
- (d) A-074 Being a By-law to Amend By-law No. 89-72 to Regulate Traffic
- (e) A-075 Being a By-law to Amend By-law No. 89-72 to Regulate Traffic

FOR THE INFORMATION OF COUNCIL:**(a) Declarations of Interest (Item 1)**

None declared.

(b) Adoption of Minutes – October 23, 2000 (Item 2)

The Minutes of the Transport and Environment Committee meeting held on October 23, 2000 were adopted as circulated.

(c) Scott-MacDonald Marine Lease (Item 5)

The Committee moved In Camera to receive legal counsel with respect to the outstanding issues of the lease between the City of Hamilton and Scott-MacDonald Marine Limited, and correspondence dated November 6, 2000 received from Mr. Gerry Aggus, Solicitor on behalf of Scott-MacDonald Marine Limited.

The Committee was also advised that a written request had been received from Mr. Aggus, requesting to address the Committee.

The Committee reconvened in Open Session, at which time Mr. Aggus was given the opportunity to speak on behalf of his client.

The Committee received Mr. Aggus' presentation and received the correspondence and written In Camera status report submitted by R. Roszell, Corporate Counsel.

(d) Letter of Understanding – Canadian Union of Public Employees, Local 5167
(New Business – No Copy)

The Committee moved In Camera to receive a verbal status report from the Acting Commissioner of Public Works and Traffic respecting a personnel matter.

Mr. G. Oliveria, President of Local 5167, also appeared to respond to concerns expressed by members of the Committee.

Note: The meeting of the Transport and Environment Committee adjourned at 5:15 p.m.

Alderman C. Collins, Chairman
Transport and Environment Committee

Carolyn Biggs, Legislative Assistant
November 7, 2000



REPORT

CITY OF HAMILTON PLANNING AND DEVELOPMENT COMMITTEE

Tuesday, November 7, 2000

6:30 a.m.

Council Chambers, Hamilton City Hall
71 Main Street West, Hamilton

Present: Alderman F. D'Amico (Chairperson), Alderman G. Copps (Vice-Chairperson), Mayor R. Morrow, Aldermen M. Caplan, R. Corsini, D. Haining, F. Eisenberger, B. Charters, B. Kelly

Also Present: Aldermen T. Jackson, D. O'Sullivan, C. Collins, J. Bruzzese, G. Paparella, C. Floroff, D. Powers, L. Coveyduck, S. Reeder

Alderman F. D'Amico, Chairperson, called the meeting to order.

THE PLANNING AND DEVELOPMENT COMMITTEE PRESENTS REPORT 18-00 AND RESPECTFULLY RECOMMENDS:

1. **Windermere Basin - Modifications to By-law No. 00-163 (PDC00147(A))**
 - A. That in accordance with Section 34.(17) of the Planning Act, Council has determined that no further public notice is required with respect to the proposed amendments to By-law No. 00-163; and,
 - B. That approval be given to City Initiative CI-98-C to provide for further modifications to the "F-4" (Waterfront Services) District regulations applicable to Block "4", the "K" (Heavy Industry, etc.) District regulations applicable to Block "6", the "A" (Conservation, Open Space, Park and Recreation) District regulations applicable to Block "8"; and to rezone Block "9" to "K" (Heavy Industry, etc.) District, modified, all as shown on the attached map marked as APPENDIX "A", on the following basis:

- (i) That Zoning By-law No. 6593, as amended by By-law No. 00-163 applicable to the subject lands, be further modified as follows:
 - (a) That Section 2.(a) be deleted in its entirety and replaced with the following:
 - “(a) by changing the “L-s” (Planned Development – Special Study Area) District to “A” – ‘H’ (Conservation, Open Space, Park and Recreation - Holding) District, the lands comprised in Blocks “1”, “2” and “3”,”
 - (b) That Section 2.(b) be deleted in its entirety and replaced with the following:
 - “(b) by changing the “L-s” (Planned Development – Special Study Area) District to “F-4” (Waterfront Services) District, the lands comprised in Block “4”,”
 - (c) That Section 2.(d) be deleted in its entirety and replaced with the following:
 - “(d) by changing from “L-s” (Planned Development – Special Study Area) District to “K” (Heavy Industry, etc.) District, the lands comprised in Blocks “6” and “9”.”
 - (d) That a new Subsection (e) be added to Section 2 as follows:
 - “(e) by changing from the “L-s” (Planned Development – Special Study Area) District to “A” (Conservation, Open Space, Park and Recreation) District the lands comprised in Block “8”.”
 - (e) That the first line of Section 3.(a) of By-law No. 00-163 be deleted and replaced with the following:
 - “(a) The ‘H’ symbol applicable to land referred to in section 2(a) shall be removed conditional upon the owner.”

- (f) That Section 3.(b) of By-law No. 00-163 be deleted in its entirety and replaced with the following:

“(b) The ‘H’ symbol shall be removed by amendment to this by-law and the development of lands referred to in section 2 (a) may at such time proceed in accordance with the “A” District provisions, subject to the special requirements contained in sections 4 and 5 of this by-law.”

- (g) That Schedule “A” to By-law No. 00-163 be deleted and replaced with a new Schedule “A”;
- (ii) That the amending By-law be added to Section 19B of Zoning By-law No. 6593 as Section S-1450a, and the subject lands on Zoning District Maps E-70, E-80, E-80a, E-80b and E-80c be notated S-1450a;
- (iii) That Corporate Counsel be authorized and directed to prepare a By-law to amend Zoning By-law No. 6593, as amended by By-law No. 00-163, and Zoning District Maps E-70, E-80, E-80a, E-80b and E-80c for presentation to City Council; and,
- (iv) That the proposed modification in zoning is in conformity with the Official Plan for the Hamilton Planning Area.

2. Residential Conversion Loan Program

That Bill No. C-088 be passed and that staff be authorized to submit the By-law to the Minister of Municipal Affairs for approval and to give notice of such By-law as required by the Planning Act.

3. Bills:

That the following Bills be adopted, signed, sealed and enrolled as By-laws:

- (a) C-086 A By-law to Amend Zoning By-law No. 6593 Respecting Lands Located South of Fennell Avenue, North of Inchlee Drive and West of East 14th Street, Known Municipally as 334 East 14th Street

- (b) C-087 A By-law to Amend Zoning By-law No. 6593 as Amended by By-law No. 00-163 Respecting Lands Located West of Eastport Drive, North of Burlington Street
- (c) C-088 A By-law to adopt amendments to the Downtown Hamilton Community Improvement Plan

FOR THE INFORMATION OF CITY COUNCIL:

(a) Declarations of Interest (Item 1)

None declared.

(b) Neighbourhood Plan Amendment - Templemead Neighbourhood (PDC00170)(Item 1)

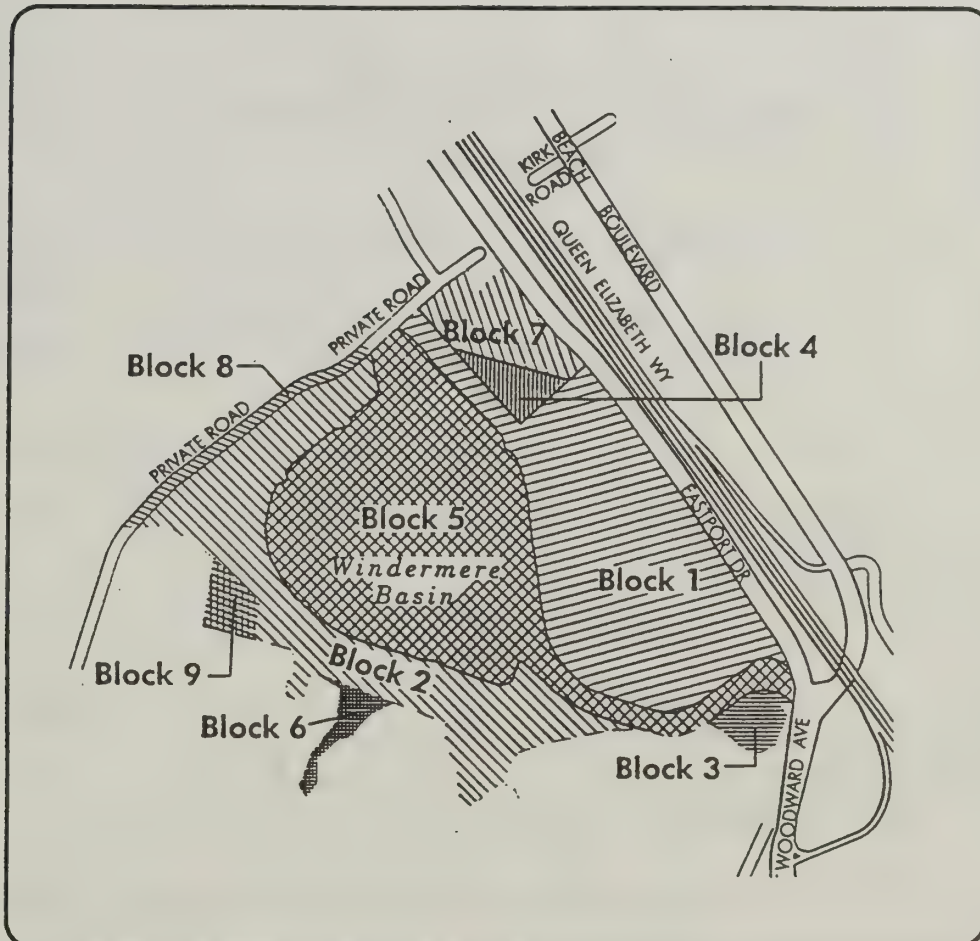
The Committee agreed to table this matter pending a decision by the School Board.

Note: The meeting of the Planning and Development Committee adjourned at 7:20 p.m.

**Alderman F. D'Amico, Chairperson
Planning and Development Committee**

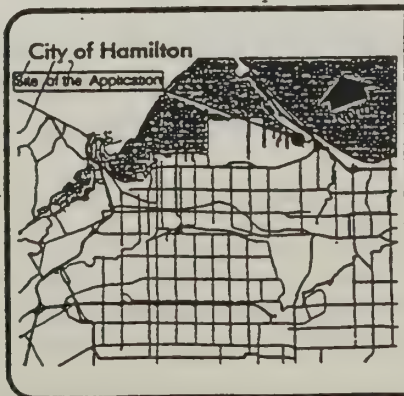
**Susan K. Reeder, Acting Manager
Legislative Services and Records
November 7, 2000**

Appendix "A" as referred to in
Section 1 of Report 18-00 of the
Planning and Development Committee



Community Planning and Development Division

Location Map



Legend

-  **Block 1**
Change in Zoning from "L-4" (Planned Development - Special Study Area) District to "A"-T" (Conservation, Open Space, Park & Recreation - Holding) District Modified.
-  **Block 2**
Change in Zoning from "L-4" (Planned Development - Special Study Area) District to "A"-T" (Conservation, Open Space, Park & Recreation - Holding) District Modified.
-  **Block 3**
Change in Zoning from "L-4" (Planned Development - Special Study Area) District to "A"-T" (Conservation, Open Space, Park & Recreation - Holding) District Modified.
-  **Block 4**
Change in Zoning from "L-4" (Planned Development - Special Study Area) District to "F-1" (Waterfront Services) District Modified.
-  **Block 5**
Change in Zoning from "L-4" (Planned Development - Special Study Area) District to "F-2" (Open Space Harbour) District.
-  **Block 6**
Change in Zoning from "L-4" (Planned Development - Special Study Area) District to "K" (Heavy Industry, etc.) District Modified.
-  **Block 7**
Further Modification to the "F-1" (Waterfront Services) District Regulations.
-  **Block 8**
Change in Zoning from "L-4" (Planned Development - Special Study Area) District to "A" (Conservation, Open Space, Park and Recreation) District Modified.
-  **Block 9**
Change in Zoning from "L-4" (Planned Development - Special Study Area) District to "K" (Heavy Industry, etc.) District Modified.

North



Scale
NOT TO SCALE

Date
October, 2000

Reference File No.
CI-98-C

Drawn By
L.M.



REPORT

CITY OF HAMILTON FINANCE AND ADMINISTRATION COMMITTEE

Tuesday, October 31, 2000

9:30 a.m.

Council Chambers, Hamilton City Hall
71 Main Street West, Hamilton

Present: **City Finance and Administration Committee**
Alderman D. Wilson (Chairman), Alderman D. O'Sullivan
(Vice- Chairman), Mayor R. Morrow, Aldermen M. Caplan,
D. Haining, C. Collins, B. Charters, B. Kelly

Also present: J. Bruzzese, T. Bradbury, M. Hazell, L. Bourns, R. Fair,
M. Mascarenhas, Fire Chief Peace, H. Kayal, B. Desnoyers,
K. Nutley, J. Davidson, W. Plessl, N. Catalano, T. Tollis,
R. Foulds, P. Lampman, F. Westaway, S. Reeder

Alderman D. Wilson, Chairman called the meeting to order.

THE FINANCE AND ADMINISTRATION COMMITTEE PRESENTS REPORT 16-00 AND RESPECTFULLY RECOMMENDS:

1. **City of Hamilton and Regional Municipality of Hamilton-Wentworth
Property and Liability Insurance Coverage; Extension of Policy
Terms from November 1, 2000 to January 1, 2001 (CS0030)(Item 5)**

That the current Property and Liability Insurance Policy terms for the City of Hamilton and the Region be extended from November 1, 2000 to January 1, 2001, in order to coincide with the inception date of the insurance policies that will be put in place for the new City of Hamilton. Further, that said extensions of coverage be undertaken based on the following additional estimated pro-rated premiums, including applicable broker fees and taxes:

- (a) City of Hamilton: \$101,567 inclusive of broker fee & tax

- (b) Region: \$144,308 inclusive of broker fee & tax

2. City/Region Budget Variance to September 30, 2000 (FIN00109)(Item 6)

- (a) That any deficit resulting from the operations of the HSR in the year 2000 be funded:
- (i) firstly from the HSR Working Funds Reserve (RHWEN 112405); and,
 - (ii) secondly from the Working Funds General Reserve (RHWEN 112400) and repaid from the HSR current budget in 2001; and,
- (b) That any surplus/deficit for the Waterworks Current Budget in the year 2000 be transferred to/funded from the Waterworks Capital Reserve (RHWEN 108015); and
- (c) That any surplus/deficit for the Wastewater Current Budget in the year 2000 be transferred to/funded from the Sanitary Sewer Capital Reserve (RHWEN 108005); and,
- (d) That any surplus/deficit for the Storm Sewer Current Budget in the year 2000 be transferred to/funded from the Storm Sewer Capital Reserve (RHWEN 108010); and,
- (e) That any surplus/deficit for the Wentworth Library Current Budget in the year 2000 be transferred to/funded from the General Development Reserve (RHWEN 11085) and the Collections Development Reserve (RHWEN 112280) in accordance with approved Regional Council and Wentworth Library Board policy; and,
- (f) That any corporate surplus/deficit generated for the year 2000 be transferred to/funded from the Tax Stabilization Reserve (RHWEN 110046); and,
- (g) That this report be forwarded to the Transition Board for their approval.

3. Workplace Safety & Insurance Board Administration Fee (FIN00105)(Item 7)

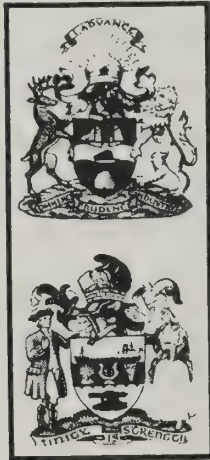
- (a) That the Regional Chairman of Hamilton-Wentworth and Mayor of the City of Hamilton contact the Minister of Labour regarding their opposition to the proposed increase in administration fees by Workplace Safety & Insurance Board for 2001; and,
- (b) That this resolution be forwarded to the Federation of Canadian Municipalities, the Association of Municipalities of Ontario and the Ministry of Municipal Affairs and Housing for support; and,
- (c) That this report be forwarded to the Transition Board for approval.

FOR THE INFORMATION OF CITY COUNCIL:

Note: The meeting of the Joint Meeting Session of the Region Finance and Administrative Services Committee and the City Finance and Administration Committee adjourned at 12:30 p.m.

**Alderman D. Wilson, Chairman
City Finance and Administration Committee**

**Susan K. Reeder
Acting Manager of Legislative Services/Records
October 31, 2000**



REPORT

CITY OF HAMILTON FINANCE AND ADMINISTRATION COMMITTEE

Tuesday, November 7, 2000

5:20 p.m.

Room 233, Hamilton City Hall
71 Main Street West, Hamilton

Present: Alderman D. Wilson (Chairman), Alderman D. O'Sullivan (Vice- Chairman), Mayor R. Morrow, Aldermen M. Caplan, D. Haining, C. Collins, B. Charters, B. Kelly

Also present: Aldermen T. Jackson, G. Copps, T. Anderson, R. Corsini, J. Bruzzese, T. Bradbury, K. Duncliffe, W. Plessl, M. Hazell, H. Kayal, S. Reeder

Alderman D. Wilson, Chairman called the meeting to order.

THE FINANCE AND ADMINISTRATION COMMITTEE PRESENTS REPORT 17-00 AND RESPECTFULLY RECOMMENDS:

1. Referral from City Council - Information Report - Acting General Manager of Finance - Lakeland Family Pool Association 2000 Audited Financial Statements (Item 2)

- (a) That the City of Hamilton contribute an additional operating grant in the amount of \$17,000 to the Lakeland Family Pool Association to offset its accumulated 2000 operating deficit to resolve outstanding bills for the 2000 operating season; and,
- (b) That funding for this grant be derived as follows:
 - (i) Firstly, from the year end corporate surplus.
 - (ii) Lastly, from the Reserve for Taxation Stabilization.
- (c) That these recommendations be forwarded to the Transition Board for consideration and approval.

2. Reserve for the Red Hill Creek Valley Redevelopment - Land Acquisition in Templemead Neighbourhood

- (a) That \$450,000 be allocated for the purchase of additional park lands from the Hamilton District Board of Education in the Templemead Neighbourhood; and,
- (b) That the \$450,000 be funded as follows: \$400,000 from the Revenue Account set up from the City's sale of surplus Freeway lands to the Region and, \$50,000 from COHAM 620054001 - Park Development and Redevelopment Program (2000); and,
- (c) That this report be forwarded to the Transition Board for approval.

3. Funding Source for Park Development Concept - Former Plastimet site - 361, 363 and 371 Wellington Street North, Hamilton (FIN00125)

- (a) That as referred to in a motion approved by City Council on October 31st, 2000, that the costs identified in Report PWT00189 relating to the Park Development Concept for the Former Plastimet site at 361, 363, and 371 Wellington Street North, Hamilton be financed from the City's Tax Stabilization Reserve COHAM 104055; and,
- (b) That any subsequent recoveries of such costs as identified in Report PWT00189 are credited back to the aforementioned reserve; and,
- (c) That the costs identified in Report PWT00189 at an amount not to exceed \$200,000 be charged to Plastimet Fire - Environment to Account No. COHAM 55916 259055003; and,
- (d) That this recommendation be referred to the Transition Board for approval.

4. External Posting for Historical Interpreter Position at the Hamilton Museum of Steam and Technology (CSC00149)(Added Item)

- (a) That permission be granted for the General Manager of Community Services Division, Department of Culture and Recreation, to advertise externally to fill the vacant Historical Interpreter position at the Hamilton Museum of Steam and Technology; and,

- (b) That this recommendation be forwarded to the Transition Board for consideration and approval.

5. Loan Repayment Deferral - Canadian Football Hall of Fame and Museum (Added Item)

- (a) That a one-year extension be granted for repayment of a \$50,000 loan made by the City to the Canadian Football Hall of Fame and Museum; and,
- (b) That this recommendation be forwarded to the Transition Board for consideration and approval.

6. Grant in lieu of taxes - Good Shephard property on Locke Street South (Added Item)

- (a) That a grant in lieu of taxes up to a maximum amount of \$50,000 be approved for the Good Shephard property on Locke Street South; and,
- (b) That funding for this grant be derived as follows:
 - (i) Firstly, from the year end corporate surplus
 - (ii) Lastly, from the Reserve for Taxation Stabilization
- (c) That this recommendation be forwarded to the Transition Board for consideration and approval.

FOR THE INFORMATION OF CITY COUNCIL:

1. Declarations of Interest (Item 1)

None declared.

2. Sub-Committee - Aldermen Ward 4, 5 and 6-Reserve Account from City's Sale of Surplus Freeway Lands - Reserve for the Red Hill Creek Valley Redevelopment - Land Acquisition in Templemead Neighbourhood

Moved by Alderman Charters, seconded by Alderman Caplan that staff be authorized to tender the construction of easterly mountain/lower stairs.
(Motion Lost)

3. Information Report - Bennetto Recreation Centre - Renovation and Expansion Project Correction, Construction Contract amount (Item 5)

An Information report from the Acting City Manager dated November 6, 2000 respecting the above was received.

Note: The meeting of the Special City Finance and Administration Committee adjourned at 6:00 p.m.

**Alderman D. Wilson, Chairman
City Finance and Administration Committee**

**Susan K. Reeder
Acting Manager of Legislative Services/Records
November 7, 2000**



MINUTES

CITY OF HAMILTON CITY COUNCIL

Tuesday, December 12, 2000
6:30 p.m.
Council Chambers, Hamilton City Hall
71 Main Street West, Hamilton

URBAN MUNICIPAL

JAN 16 2001

GOVERNMENT DOCUMENTS

Present: Mayor R. M. Morrow;
Aldermen M. Kiss, M. Caplan, A. Horwath, R. Corsini, B. Morelli,
D. Haining, G. Copps, D. Wilson, C. Collins, F. Eisenberger, B. Charters,
T. Jackson, T. Anderson, B. Kelly, D. O'Sullivan, F. D'Amico.

Mayor R. M. Morrow called the meeting to order.

It was moved by Alderman Kiss and seconded by Alderman Copps that Council move into Committee of the Whole to consider a resolution respecting a demolition permit and an application to remove part lot control with Mayor Morrow in the chair.

Recorded vote.

YEAS: Mayor Morrow, Aldermen Kiss, Caplan, Horwath, Corsini, Morelli, Haining, Wilson, Copps, Eisenberger, Collins, Charters, Jackson, Anderson, Kelly, O'Sullivan, D'Amico. -17.

NAYS: -0.

CARRIED.

RESOLUTIONS

It was moved by Alderman D'Amico and seconded by Alderman Anderson that Rule No. 9 of the City's Procedural By-law be invoked for this meeting of City Council in order to permit consideration of a demolition permit and an application to remove part lot control.

CARRIED.

It was moved by Alderman D'Amico and seconded by Alderman Anderson that:

Re: Part Lot Control Application 00-09 – 24-48 Royalvista Court

- A. That approval be given to Part Lot Control Application 00-09, 683595 Ontario Inc. (Mario Nesci), owner, to remove part-lot control for Lots 2 – 8, inclusive, and Block 9 located in "Royalvista Court", Registered Plan 62M-919, known municipally as 24 – 48 Royalvista Drive for the purpose of establishing maintenance easements, as shown on the attached map marked as Appendix "A";
- B. That the attached by-law which has been prepared in a form satisfactory to the Corporate Counsel, marked as Appendix "B", to remove part lot control from Lots 2 – 8, inclusive, and Block 9, located in "Royalvista Court", Registered Plan 62M-919, be enacted by Council;
- C. That the exempting by-law be restricted to a 1 year effective time period to expire on December 1, 2001;
- D. That the Transition Board for the new New City of Hamilton be requested to approve the passage of a by-law in accordance with Ontario Regulation 596/00 to exempt Lots 2 – 8, inclusive and Block 9, Registered Plan 62M-919 "Royalvista Court" from part lot control in accordance with the requirements of the City of Hamilton Subdivision Agreement applicable to the subject lands and the provisions of the City of Hamilton Zoning By-law No. 6593;
- E. That following the enactment of this by-law, the Director, Land Development Department, Community Planning and Development Division (as delegate of the Minister of Municipal Affairs and Housing) be requested to grant approval to the by-law and endorse the same on the by-law. **CARRIED.**

Re: 498 Mountain Brow Boulevard

It was moved by Alderman D'Amico and seconded by Alderman Charters that the Director of Building and Licensing be authorized and directed to issue a demolition permit for 498 Mountain Brow Boulevard in accordance with By-law 74-290 pursuant to Section 33 of The Planning Act, as amended. **CARRIED.**

Note: The meeting adjourned at 6:40 p.m.

Taken as read and approved,

Mayor R. M. Morrow

**K. C. Christenson, Acting Municipal Clerk
December 12, 2000**

KCC/dg



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